

STOAK CITY Liability Waiver

STOAK CITY RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT FOR SKATEBOARDING ACTIVITIES

PLEASE READ CAREFULLY BEFORE SIGNING

I, _____, do hereby affirm and acknowledge that I am fully aware of the inherent hazards and risks associated with skateboarding activities. I fully understand that these risks can lead to personal injury, illness, paralysis, permanent disability, and death or damage to my property. Additionally, I understand that there are also risks associated with skateboarding, including but not limited to the possible injury or loss of life as a result of a skateboarding accident, and other activities not named and my physical condition and the physical exertion associated with skateboarding. Despite the potential hazards and dangers associated with the activity of skateboarding, I voluntarily agree to participate in skateboarding activity and hereby accept and assume all such risks, known and unknown, and assume all responsibility for the losses, costs and/or damages following such injury, disability, paralysis or death, even if caused, in whole or part, by the negligence of STOAK CITY and/or its constituents.

I understand the nature of skateboarding activity and my experience and capabilities, and believe myself qualified and able to participate in the activity. I understand that I may inspect the premises, facilities and equipment to be used or with which I may come in contact. If I believe anything is unsafe, I will immediately refuse to participate further in skateboarding activity on the premises of STOAK CITY at 5425 Fayetteville Road in Raleigh, North Carolina 27603. In consideration of being allowed to participate in skateboarding activity I hereby agree as follows:

- (1) TO WAIVE AND RELEASE ANY AND ALL CLAIMS based upon negligence, active or passive with the exception of intentional, wanton or willful misconduct that I may have in the future against any of the following named persons or entities and their officers, directors, employees, representatives, agents and volunteers. Facility: STOAK CITY headquarters / skate facility at 5425 Fayetteville Road Raleigh, North Carolina 27603.
- (2) To release STOAK CITY, their officers, directors, employees, representatives, agents and volunteers, from liability and responsibility, whatsoever, for any claim of action that I, my estate, heirs, executors or assigns may have for any personal injury, property damage or wrongful death arising from the skateboarding activity whether caused by active or passive negligence of STOAK CITY or otherwise with the exception of gross negligence. By executing this document, I agree to hold STOAK CITY harmless for any injury, including or paralysis or permanent disability, or loss of life which may occur to me during skateboarding activity.
- (3) STOAK CITY reserves the right to deny entry to anyone, at any time, for any reason. All participants must have a waiver on file to skate. All participants under the age of 18 must wear a helmet during activity, and all participants are strongly encouraged to wear additional protective equipment during activity including, but not limited to: wrist, elbow, and knee guards. No soliciting/loitering/trespassing of any kind. No smoking inside facility, or within 25ft of building. No destroying/damaging of property in any capacity. The use of illegal drugs/alcohol is strictly prohibited. Clean up after yourself and throw away trash. Inability to follow rules may result in (but not limited to) expulsion and/or banning from the premises.
- (4) By entering into this agreement, I am not relying on any oral or written representation or statements made by STOAK CITY, other than what is set forth in this agreement. I further agree that this agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina, United States of America
- (5) If any provision of this release if found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable provision had never been contained in this document. I agree to participate in skateboarding activity, fully aware of the risks that may be involved. I also understand that this is a legal document which is binding on me, my heirs and assigns, and on those who may claim by or through me. I am eighteen years or age or older, have full capacity to enter into this agreement, and do so voluntarily.

Coronavirus/COVID-19:

I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing. I further acknowledge that STOAK CITY has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19. I further acknowledge that STOAK CITY cannot guarantee that I will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, participants, staff, customers, and their families. I voluntarily seek services provided by STOAK CITY and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread. I attest that: I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell. I have not traveled internationally within the last 14 days. I have not traveled to a highly impacted area within the United States of America in the last 14 days. I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19. I have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non-contagious by state or local public health authorities. I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19. I hereby release and agree to hold STOAK CITY harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of the salon, or that may otherwise arise in any way in connection with any services received from STOAK CITY. I understand that this release discharges STOAK CITY from any liability or claim that I, my heirs, or any personal representatives may have against the facility with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from STOAK CITY. This liability waiver and release extends to the facility together with all owners, partners, and employees.

I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, AND I AGREE TO BE BOUND BY IT.

Participant's Signature _____

IF PARTICIPANT IS A MINOR (under 18 years of age),

Participant's Printed Name _____

a parent or guardian must also sign this form.

Witness Signature _____

Parent/Guardian's Signature _____

Printed Name _____

Parent/Guardian's Printed Name _____

Date _____

Date _____