

Putnam County Parks & Recreation Department

Consent/Release for Skate Park Participants

- Adults** – Check here if the participant is an adult. By checking this box I am representing that I am 18 years of age or older and that I am fully competent and legally able to execute this document with the intent to be bound by the terms hereof.
- Minor** – Check here if the participant is a minor (under 18) or has a legal guardian (the “minor”).

The undersigned, parent(s) or legal guardian(s), consent to the minor’s full and unlimited use of, or presence at, any and all Putnam County Skate Park Facilities (County Skate Park), on an unsupervised basis.

I consent to the minor’s use of the County Skate Park for any purpose, including but not limited to, skateboarding, inline skating and freestyle bicycling. This consent shall be continuing unless revoked by a written document addressed to the Director, 120 Carter Rd., Palatka, FL 32177. In order to be effective, the revocation documents must be sent by certified U.S. mail, return receipt requested, and must include any sticker, badge, permit or other item indicating to the County the minor’s authorization to enter the County Skate Park. No oral or other form of revocation shall be sufficient to withdraw this consent.

GENERAL

1. All participants will be required to comply with all rules and regulations regarding the County Skate Park and I accept on my behalf, or that of the minor participant, full responsibility for informing myself, or the minor participant, of any changes to those rules and regulations.
2. The consideration for this agreement is the recreational benefit to be received from the use of the County’s Skate Park, and the County’s waiver of any requirement that I or the minor participant carry liability insurance prior to being allowed to use, or enter, the County Skate Park. I acknowledge that, absent the execution of this agreement, the County would not have offered me or the minor participant access to its Skate Park because of unacceptable exposure to liability claims. I acknowledge personally, or on behalf of the minor participant, that section 316.0085 of the Florida Statutes protects the County from liability claims arising from the use of the County’s Skate Park, except in very limited circumstances.
3. I hereby agree personally, and on behalf of the minor participant, that use of the County Skate Park is only granted by the County because of its understanding that in the event of injury to myself, or the minor participant, or damage or loss of property that any private insurance policy which covers such injury or loss shall be the sole source of any recovery.
4. I hereby personally, and on behalf of the minor participant, **release, waive, discharge and covenant not to sue** Putnam County, Florida, its Board of County Commissioners, County Administrator, any County department or subdivision, its employees, servants, representatives, officers, agents, and successors and assigns (collectively, the “releasees”), **from and for all liability** whatsoever to me, the minor participant, my (or the minor participant’s) personal representative, assigns, heirs, and next of kin. I also expressly waive any claims or demands therefor on account of injury to person or property, including injury resulting in my (or the minor’s participant’s) death, whether caused by the **negligence, including gross negligence, of releasees, or otherwise**, or whether arising out of or caused by any defect, or presence or absence of any condition of, in or on any real property, premises, County property, thoroughfare, or vehicle occurring when I, or the minor participant use, or are present upon, any County Skate Park.
5. I hereby personally, and on behalf of the minor participant, voluntarily and expressly assume full responsibility for any risk of bodily injury, death, and property damage **due to the negligence of any or all releasees or otherwise** while in or upon any County Skate Park and/or while using the County Skate Park.
6. I fully realize and appreciate the dangers, including sever injury or death, inherent in engaging in, observing, or being present where others engage in extreme sports such as skateboarding, inline skating and freestyle bicycling. I further acknowledge that use of, or presence in, the County Skate Park carries with it the possibility that I, or the minor participant, may be exposed to physical danger, harm, and injury, including sever injury or death. I acknowledge that use of, or presence in, a County Skate Park may involve physical contact with others and that this physical contact may occur while myself, the minor participant, and/or others are traveling at a high rate of speed. I personally, and on behalf of the minor participant, nevertheless freely and voluntarily accept these risks.

7. I hereby personally, and on behalf of the minor participant, agree to defend at my expense, pay on behalf of, indemnify and save and hold harmless releasees, from and against any and all claims, demands, liens, liabilities, judgments, losses and damages (whether or not a lawsuit is filed) including, but not limited to, costs, expenses and attorneys' fees at trial and on appeal (collectively, "Claims") for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any person or persons, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly, from the use of the County's Skate Park.

8. I also agree that I am responsible for any and all damages that I (or the minor participant) willfully, accidentally, or negligently inflict upon releasees or third parties as a result of use of the County's Skate Park.

9. The undersigned expressly agrees personally, and on behalf of the minor participant, that this agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida, and if any portion thereof is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

10. The undersigned has read and voluntarily signs this agreement, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

11. The undersigned agrees that he/she has been hereby encouraged to seek the advice of his/her own attorney prior to signing this agreement and has been given the opportunity to seek such counsel.

12. I acknowledge the fact that this release, including my address and phone number, will become a public record pursuant to Florida Statute Section 119 and will be available to members of the public upon their request.

13. I hereby give the Putnam County permission to take and use photo(s) of myself and/or participant for publicity. This may include newspaper, brochures, website, displays or any other forms of publicity for the Putnam County Parks and Recreation Department. I understand there is no monetary compensation for use of these photos.

PLEASE NOTE THAT A RELEASE FORM MUST BE SIGNED BY EACH PARTICIPANT BEFORE HE/SHE WILL BE PERMITTED TO PARTICIPATE.

BY SIGNING THIS AGREEMENT YOU ARE WAIVING OR RELEASING VALUABLE LEGAL RIGHTS. YOU MUST READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT.

IN WITNESS WHEREOF, the participant has caused this agreement to be executed this

_____ Day of _____, 20_____.

FOR PARTICIPANT 18 OR OLDER:

Signature: _____ Print Name: _____

Address: _____ Telephone: (____) _____

FOR PARTICIPANT UNDER 18 *Waiver must be signed in front of a Putnam County or City of Interlachen Official:*

Print Participant's Name: _____

Print Parent/Guardian's Name: _____

Signature: _____

Address: _____ Telephone: (____) _____
