

THECOMPOUND SKATE PARK LIABILITY WAIVER

PARTICIPANT NAME: _____ DATE OF BIRTH: _____

ADDRESS: _____

CITY STATE ZIP CODE

PHONE: (____) _____ ALT. PHONE: (____) _____

EMAIL ADDRESS: _____

RELEASE OF LIABILITY

I, THE NAMED PARTICIPANT, hereby acknowledge that I voluntarily have applied to participate at and use **THECOMPOUND** located at 4616 Skidmore Road, Westminster, MD 21157.

I understand that the act of rollerblading, inline skating, skateboarding, mountain biking, BMX biking, canoeing, swimming, boating, hiking, swinging, and similar activities necessarily involves risks of injury to me and other people, which includes but is not limited to death, permanent or temporary paralysis, disability, illness or disease, physical or mental damage, or other injury, as well as damage to my equipment and personal property. Action Sports of skating, rollerblading, inline skating, skateboarding, mountain biking, BMX biking, canoeing, swimming, boating, hiking, swinging, and similar activities including spectator of Actions Sports or water sports are inherently dangerous sports and activities in which I choose to voluntarily participate at my own risk.

I know that the risks, hazards, and dangers include, but are not limited to, uncontrollable equipment, other participants, falling, jumping, landing, performing tricks, colliding with others, spectators, Companies, media, or other third parties. I also understand that these risks, hazards and dangers are further increased when other persons, whether or not of the same level of experience, age, stature, or skill, are present at the same time using the skatepark, campgrounds, or nearby water *features*.

These risks are entirely my responsibility, and I knowingly and expressly assume all of them.

I understand that **THECOMPOUND, CLARK KIRKMAN** and **CLARK KIRKMAN DESIGN, LLC** assume no liability for loss, damage, or any kind of injury sustained by myself or my property while using **THECOMPOUND**. I therefore assume all risks associated with using the park.

By signing this release of liability and using **THECOMPOUND**, I hereby fully and forever release and discharge the **THECOMPOUND, CLARK KIRKMAN**, and **CLARK KIRKMAN DESIGN, LLC** and their employees and agents from any and all claims, demands, damages, rights of action, or causes of action present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of my use or intended use of said skating, camping, and/or water park premises, facilities or equipment. I fully and forever release and discharge **THECOMPOUND, CLARK KIRKMAN**, and **CLARK KIRKMAN DESIGN, LLC** and their employees and agents from any and all negligent acts and omissions in the same, and intend to be legally bound by this release.

Indemnity. On behalf of myself and each of my successors, heirs, and assigns, I (and, if applicable, my Parent) agree to defend (at **THECOMPOUND, CLARK KIRKMAN**, and **CLARK KIRKMAN DESIGN'S** request), indemnify and hold harmless each of the Released Parties from and against any and all Released Claims, and any and all third parties'

Claims, arising from or in connection with : (a) any breach or alleged breach of this Release; (b) the Hazardous Activities , including, without limitation : (i) any Injuries to me; (ii) any Injuries to third parties directly or indirectly arising from the Hazardous Activities listed above; and (iii) and any other loss or damage that I may directly or indirectly cause to any real or personal property.

Consent To Medical Care. I (and, if applicable, my Parent) authorize each of the Released Parties to call for medical care for me or to transport me to a medical facility at my expense if medical attention is needed. I (and, if applicable, my Parent) also authorize any physician or other medical provider or facility to provide any emergency medical/surgical care. I (and, if applicable, my Parent) acknowledge and agree that none of the Released Parties is under any legal obligation to render assistance to me.

Video/Photography Rights. **THECOMPOUND/CLARK KIRKMAN** reserves the exclusive right to grant and/or refuse entry and/or use of the premises to any person, entity, sponsor or third party. I irrevocably grant **THECOMPOUND/CLARK KIRKMAN** and each of its licensees, successors and assigns, and each of the authorized photographers acting on its behalf, without additional compensation, the unrestricted right to videotape, film, portray and photograph me and my actions and record my voice and other sound effects while I am present at the skatepark, on the water, or at the camp site. I irrevocably grant **THECOMPOUND/CLARK KIRKMAN** the exclusive right to use my name, image, likeness, voice and biography for any purpose and in any manner, including, without limitation, in connection with the distribution, advertising, promotion, commercial tie-in or other ancillary exploitation of the Event, and any entertainment programming related thereto, in whole or in part, in all media and by all means now known or hereafter devised and in all languages, throughout the universe in perpetuity.

Severability. This Release, including the Parental Emergency Consent Form (attached hereto), if applicable, will be binding to the fullest extent permitted by law, and will be binding upon each of my heirs, successors and assigns. If any provision of this Release, including the Parental Consent attached hereto, be held to be invalid, illegal or unenforceable, such provision will be curtailed and limited only to the minimum extent necessary to comply with applicable law, and the validity, legality, and enforceability of the remaining provisions of this Release will not in any way be affected or impaired thereby.

I have read, understand, and acknowledge the above rules and incident policy, including consequences. I agree to abide by all rules and policies. I understand that these policies are to ensure a family-friendly and safe facility for everyone to enjoy.

SIGNATURE (MUST be signed by *parent or legal guardian* if under age 18)

DATE

PRINTED NAME

PARTICIPANT'S NAME (*if under age 18*)

FOR PARTICIPANTS UNDER 18 YEARS OF AGE

This is to certify that I, as a parent or guardian with legal responsibility for the above named participant, do consent and ratify his/her release of **THECOMPOUND, CLARK KIRKMAN, and CLARK KIRKMAN DESIGNS**, and its agents and employees, and, for myself, my heirs, assigned, and next of kin, I release and agree to indemnify **THECOMPOUND, CLARK KIRKMAN, and CLARK KIRKMAN DESIGNS, LLC** and its agents and employees from any and all liabilities incident to my minor child's involvement or participation in the theCompound facility including the skate ramp, camp site, or nearby water feature as provided above, even if arising from the negligence of **THECOMPOUND, CLARK KIRKMAN, and CLARK KIRKMAN DESIGNS, LLC**, or their agents and employees, to the fullest extent permitted by law.

I have carefully read this release of liability and understand and fully agree with its contents.

This is a release of liability. Do NOT sign if you do not understand or do not agree with its terms.

SIGNATURE (MUST be signed by *parent*
or *legal guardian* if under age 18)

DATE

PRINTED NAME

ADDRESS (*if different from above*)

CITY STATE ZIP

EMERGENCY INFORMATION & CONSENT FORM

Participant's full name _____

In case of an emergency or problem, please make contact in the following order:

1. _____
name relationship phone number

2. _____
name relationship phone number

3. _____
name relationship phone number

Please list any allergies: _____
(*ie. Peanuts, latex gloves, sulfa drugs*)

Participant's Home Address: _____

Participant's Home Phone Number: _____

Participant's Birth Date: _____ Participant's Age: _____

Participant's Approx. Height & Weight: _____

Date of last Tetanus Injection or Booster: _____

Please list any medications the participant is currently on or takes often (include dosage):

Please list any important items from the participant's medical history that emergency care givers or a hospital should know about:

CONSENT FOR EMERGENCY MEDICAL TREATMENT OF A MINOR CHILD

I (we) do hereby authorize **THECOMPOUND, CLARK KIRKMAN, and CLARK KIRKMAN DESIGN, LLC** located at 4616 Skidmore Road, Westminster MD 21157, to consent to any necessary emergency transportation, examination, anesthetic, medical diagnosis, surgery, or treatment and/or hospital care to be rendered to the above named minor under the general or special supervision and on the advice of any physician or surgeon licensed to practice medicine. I (we) understand that I (we) will be responsible for all financial obligations and insurance claims resulting from the aforementioned care. I (we) understand that this consent is to allow emergency treatment to be initiated without delay, and that staff and emergency personnel will continue efforts to contact me (us). This consent will be valid from _____, 20__ to _____, 20__.

SIGNATURE *(MUST be signed by parent or legal guardian if participant is under 18 years of age)*

DATE

PRINTED NAME (please print clearly)

***This form is confidential and will be used only to aid in an injury or emergency situation.
A copy of this form will be provided to EMTs should the participant require professional attention.***