



**ADULT PARTICIPANT'S ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS,
AND PHOTOGRAPHY CONSENT**

TODAY'S DATE: _____, 20____ Phone: _____

First Name: _____ Last Name: _____

Email: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Driver's License # _____ State: _____

BY SIGNING THIS CONSENT AND INITIALING EACH LINE WHERE INDICATED BY " * ", IN CONSIDERATION FOR USING THE DROP IN ACTION SPORTS COMPLEX INC. ("DIASC") FACILITIES AND/OR PARTICIPATING IN ITS ACTIVITIES, THE PARTICIPANT (INCLUDING HIS/HER SPOUSE/PARTNER, ESTATE, AND ASSIGNS) ASSUMES ALL RISKS, WAIVES ALL CLAIMS, AND RELEASES DIASC AND PALM BEACH COUNTY, TO THE FULLEST EXTENT PERMITTED BY LAW, AND AGREE TO THE FOLLOWING:

- * _____ TO ASSUME ALL RISKS INHERENT IN USING THE DIASC FACILITIES AND/OR PARTICIPATING IN ITS ACTIVITIES; AND
- * _____ TO WAIVE ALL CLAIMS you have or may have against DIASC, its owners, officers, directors, affiliates, employees, and/or agents; AND
- * _____ TO RELEASE DIASC, its owners, officers, directors, affiliates, employees and/or agents, from all liability for any and every loss, damage, injury, or expense that may be the basis of a claim and/or cause of action that you may suffer arising from your use of DIASC facilities and/or participation in DIASC activities.
- * _____ TO RELEASE PALM BEACH COUNTY, its officers, officials, agents, representatives, and employees, as well as LOGGERS' RUN PARK, its officers, officials, agents, representatives, and employees, from any and all liability for any and every loss, damage, injury, or expense that may support a claim and/or cause of action that you may suffer arising from your use of the DIASC facilities and/or participation in DIASC activities.

REPRESENTATIONS AND RESPONSIBILITIES

- * _____ TO COMPLY WITH ALL DIASC RULES AND REGULATIONS including accepting that various degrees of skill are required to use ramps, obstacles, and equipment.
- * _____ TO CERTIFY THAT YOU HAVE NO PHYSICAL CONDITION OR MENTAL IMPAIRMENT that would/should/could:
(a) preclude participation in DIASC activities, (b) interfere with your safety, and/or (c) be against medical advice.
- * _____ TO IMMEDIATELY STOP USING EQUIPMENT THAT APPEARS TO PRESENT AN UNUSUAL HAZARD OR CONDITION and notify DIASC IMMEDIATELY of the possible hazardous equipment or condition.

- * _____ TO UNDERSTAND THAT NOTHING IN THIS CONSENT waives Palm Beach County's rights and immunities under Florida Statutes Section 768.28, as amended.
- * _____ TO AUTHORIZE DIASC TO SEEK MEDICAL ASSISTANCE for you if it is reasonably needed, AND to authorize DIASC to administer reasonable first aid.
- * _____ TO PAY ALL MEDICAL EXPENSES AND COSTS ASSOCIATED with your care and related transportation whether or not covered by your insurance.
- * _____ TO UNDERSTAND THAT DIASC IS A PUBLIC FACILITY and has NO responsibility for you if you leave the Complex.
- * _____ PHOTO RELEASE: TO CONSENT TO DIASC'S AND PALM BEACH COUNTY'S USE OF ALL TECHNOLOGIES KNOWN OR HEREAFTER DEVELOPED, CREATING PHOTOGRAPHS, likenesses, videotapes, motion pictures, and/or audio or video recordings made while on DIASC premises (including parking lots) for publicity, web content, advertising, and/or any other legitimate purpose.

DIASC RULES AND REGULATIONS

I. WAIVER ON FILE, USE OF FACILITY, AND INDEMNIFICATION

1. **You and spectators with you SHALL follow the Rules and Regulations listed here and posted within the park.**
2. DIASC is used by both experienced and inexperienced participants. Serious injury may occur from colliding with others. DIASC RESERVES THE RIGHT TO ASSESS AND ASSIGN USERS TO CERTAIN LOCATIONS BASED ON SKILL LEVEL.
3. HOURS OF OPERATION, SPECIAL EVENTS, AND/OR SCHEDULING ARE SUBJECT TO CHANGE due to weather or other conditions. CHECK THE WEBSITE FOR UPDATES. NO REFUNDS WILL BE MADE FOR CHANGES UNDER THIS SECTION.
4. ANY ATTORNEYS' FEES AND RELATED COSTS INCURRED BY DIASC, Palm Beach County, and/or Loggers' Run Park, in defending any action brought arising from an event or situation DIASC, or enforcing this Consent, shall be paid by you, and you shall indemnify and hold DIASC, Palm Beach County, and/or Loggers' Run Park harmless from and against all fees, costs, and expenses.
5. If any portion of this Consent is found to be invalid under Florida law, the rest of this Consent shall remain in full force and effect for all purposes.

II. USE OF THE FACILITIES AND EQUIPMENT, BEHAVIOR, AND GETTING HELP

6. DIASC IS A "NO TOLERANCE ZONE" where the following are NEVER permitted on the premises or in the parking lot: BULLYING, SPITTING, THROWING, STEALING, FIGHTING, USING FOUL LANGUAGE, RECKLESS CONDUCT, AND/OR CARRYING A WEAPON (without a permit), USING ALCOHOL, DRUGS, AND/OR TOBACCO PRODUCTS.
7. BORROWING AND/OR RENTING DIASC EQUIPMENT is used at your own risk.
8. ANY AND ALL INJURIES MUST be reported to Staff.
9. STRAPPED HELMETS MUST be worn at all times at all venues. Other protective gear is highly recommended!
10. ASK a Staff member for assistance when necessary.
11. FOOD AND DRINK ARE ONLY PERMITTED IN THE SNACK AREA; everyone MUST put trash in proper receptacles.
12. SECURE YOUR BELONGINGS in a safe and proper place.
13. LOOK BOTH WAYS before crossing a ramp and/or entering Complex venues. BE AWARE OF YOUR SURROUNDINGS!
14. DO NOT OBSTRUCT/SIT/STOP ON rails, stairs, or other obstacles.

- 15. BE KIND AND COURTEOUS TO OTHERS.
- 16. SNEAKERS AND SHIRTS ARE REQUIRED AT ALL TIMES.
- 17. ONLY METAL NON-FOLDABLE 2-WHEEL SCOOTERS ARE PERMITTED.
- 18. BMX bikes MUST have working brakes and NO KICKSTAND.
- 19. FOLLOW ALL CDC COVID-19 and other rules.

BY SIGNING THIS CONSENT, I UNDERSTAND THAT I AM RELEASING PALM BEACH COUNTY, LOGGERS' RUN PARK, AND DROP IN ACTION SPORTS COMPLEX, INC. FROM ANY AND ALL LIABILITY FOR MY USE OF DIASC.

Signature: _____

Today's Date: _____, 20____