

EXPRESS RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT IN CONNECTION WITH SKATEBOARDING CLASSES

Please read and be certain you understand the implications of signing this document.

I, _____, am the parent and/or legal guardian of _____ (“Student”). I hereby affirm and acknowledge that I have been fully informed of the inherent dangers, hazards, and risks associated with Student participating in the skateboarding instruction and/or bike riding classes (the “Classes”) offered by Luca78 LLC d/b/a Bikes, Board + Books (BB+B), including those arising out of transporting equipment for the Classes and traveling to and from skateboard and/or bike riding instruction sites (the “Risks”). On behalf of myself and Student, we knowingly assume the **Risks which include, but are not limited to:**

1. Significant potential for serious injuries including broken bones, severe injuries to the head, neck, back, and/or other bodily injuries that may result in permanent disability and death.
2. Possible equipment failure and/or malfunction and/or Student misuse of equipment.
3. Variation in terrain steepness, surface changes, by way of example, snow, varying surfaces, ice, bare spots, rocks, stumps, debris, cliffs, trees, fences, posts, light poles, signs, buildings, roads, walkways, ramps, rails, stairs, pyramids, manual pads, bowls, half-pipes, jumps, padded and non-padded barriers, other persons, including other skateboarders and/or bike riders, among other natural and man-made hazards.
4. Student’s negligence and/or that of others including, but not limited to, decision making errors including misjudging terrain, weather, riding surfaces, or obstacles.
5. Exposure to the elements that may result in frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia, and dehydration.
6. Other dangers of natural elements including, but not limited to, avalanche, rock fall, thunder/lightning, severe and/or varied wind, and other weather conditions.
7. Accidents or illness occurring in remote places with no available medical facilities.
8. Fatigue, exhaustion, chill, and/or dizziness, which may diminish Student’s reaction time and increase accident risk.
9. Impact or collision with other athletes, spectators, facility employees, pedestrians, motor vehicles, skateboarders and/or cyclists.

I understand that this description of Risks is not complete and that other unknown or unanticipated dangers and risks may result in injury, illness, or death.

[Parent initial’s]

I understand that BB+B will not have medical personnel at the site of the Classes. I agree and hereby grant BB+B and each of its owners, members, instructors, employees, representatives, volunteers, and/or agents (as to each individual and collectively, “BB+B and BB+B Personnel”)

permission to authorize emergency medical treatment to Student, if necessary, and that such action by R+R and R+R Personnel shall be subject to this agreement. I understand and agree that R+R and R+R Personnel assume no responsibility for any injury or damage caused by such authorized medical treatment.

I agree to provide and require Student to wear all approved protective gear as decreed by USA Roller Sports and the USA Skateboarding Federation or any successor body or bodies that may govern skateboarding as a sport. All students participating in bike riding classes must be provided with a properly fitting helmet. I acknowledge and agree that protective gear will not guarantee Student's safety and that that no helmet or protective gear can protect Student from potential head injuries or prevent face, neck or spinal injuries.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In consideration for allowing Student to participate in the Classes and related activities, I agree, on behalf of myself and Student, that I:

HEREBY WAIVE, RELEASE, INDEMNIFY, AND HOLD HARMLESS BB+B AND BB+B PERSONNEL FROM AND AGAINST ALL CLAIMS, COSTS, LIABILITIES, DAMAGES, EXPENSES, ATTORNEYS' FEES, AND JUDGMENTS ARISING OUT OF OR CONNECTED WITH STUDENT'S PARTICIPATION IN THE CLASSES INCLUDING STUDENT'S INJURY OR DEATH, AND COVENANT NOT TO SUE BB+B AND BB+B PERSONNEL IF SUCH CLAIMS, COSTS, LIABILITIES, INJURIES AND/OR DEATH, DAMAGES, EXPENSES, ATTORNEYS' FEES, AND JUDGMENTS ARE CAUSED BY THE NEGLIGENCE OF BB+B AND/OR BB+B PERSONNEL OR ITS/THEIR FAILURE TO USE DUE CARE.

I certify that I: (a) am over the age of 18; (b) have read this document carefully and fully understand the meaning of its terms; (c) am not relying on any oral or written representation or statements made by BB+B and/or BB+B Personnel; and (d) sign this agreement knowingly and voluntarily. This Agreement shall be governed by and construed under New York law, binding to the fullest extent of the law, and if any term or provision shall be held to be illegal, unenforceable, or conflicting with any governing law, the validity of the remaining portions shall not be affected thereby.

I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT.

I certify that I am Student's parent and/or legal guardian with legal responsibility for Student. I agree, on behalf of myself and Student, to release BB+B and BB+B Personnel and to defend, indemnify, and hold harmless BB+B and BB+B Personnel from liability incident to Student's participation in the Skateboarding Classes.

By my signature as Student's parent or legal guardian I release all claims arising out of the negligence of BB+B and BB+B Personnel that I and Student may have.

Date:

Signature: