

Artesia Youth Park
P.O. Box 995, Houghton Lake, MI 48629

User Waiver – Artesia Youth Park

Acknowledgment of Risks, Release, Indemnification Agreement, and Covenant not to Sue.

Each Part of this document must be completed and signed before using Artesia Youth Park facilities or participating in Artesia Youth Park activities or Roscommon Mini-Bus transportation provided by Artesia Youth Park.

User's Name: _____

Phone: (____) _____

Date of Birth: _____

If under 18, Name of Guardian: _____ **Relationship:**

Address: _____

City: _____ **State:** _____ **Zip:** _____

Emergency Contact: _____ **Phone Number:** _____
(different from above number) Note: we will contact your home number first

Notice: This is a legally binding document. If not understood, legal advice should be sought. By signing this document, you give up your right and the right of your heirs, next of kin, personal representatives, and assigns to bring a court action, now or any time in the future to recover compensation or obtain any other remedy for an injury to yourself or your property or for your death, however caused, arising out of your use of the facilities of Artesia Youth Park or participation in Activities sponsored by Artesia Youth Park, including but not limited to use of the skate park areas, and bmx area, even if such claim is based upon actual negligence of Artesia Youth Park or its employees or volunteers.

1.Acknowledgement of Risks

The undersigned user ("User") hereby acknowledges and agrees that the use of the facility owned and operated by Artesia Youth Park, including without limitation its equipment, skate park equipment, and bmx area has inherent risks. User fully recognizes and appreciates the dangers inherent with Artesia Youth Park activities. User is assuming the hazard of risk to User since User desires to use facilities at Artesia Youth Park. User realizes that User is subject to injury from these activities and that no form of preplanning can remove all of the danger to which User is

being exposed. User further represents and warrants to Artesia Youth Park that User has full knowledge of the nature and extent of all risks associated with activities at Artesia Youth Park and the use of equipment, including but not limited to:

1. All manner of injury from falling, hitting structure faces and projections, whether permanently or temporarily in place, or the floor;
2. Cuts and abrasions
3. Injuries resulting from the actions, omissions or negligence of Artesia Youth Park or others;
4. The risks that are inherent in the activities of skateboarding, inline skating, or riding bikes including but not limited to falling, coming in contact with ramps, walls, vehicles, other equipment or persons;
5. Latent or apparent defects or conditions in equipment or property supplied by Artesia Youth Park
6. The condition of any track or ramp and accidents connected to their use;
7. Injuries resulting from the physical condition or actions, omissions, negligence in any degree of User;
8. All manner of injuries resulting from falling and hitting furniture or other items such as, but not limited to tables, chairs, skate equipment, the stage or the floor;
9. Injuries resulting from contact with other users of Artesia Youth Park facilities;
10. Injuries resulting from contact with Artesia Youth Park Facilities including, but not limited to stairs, doors, counters, arcade games, and furniture whether permanently or temporarily in place;
11. First Aid, emergency treatment or other services rendered by Artesia Youth Park or others; and
12. Consumption of any food or drink, whether or not provided by Artesia Youth Park.
13. Transportation to or from Artesia Youth Park as provided by private or public transportation whether sponsored by Artesia Youth Park or others and all manner of injury which could occur during transportation.

User further acknowledges that the above list of risk factors is for illustration purposes only and is not inclusive of all possible risks associated with the use of the Artesia Youth Park or participation in Artesia Youth Park Activities and the above list in no way limits the absolute and comprehensive nature of this Waiver and Release, Indemnification and covenant not to sue ("Release"). **Initial Here:** _____

2. Releases, Indemnification and Covenant Not to Sue

User voluntarily releases and forever discharges and covenants not to sue Artesia Youth Park Center, and all other persons or entities affiliated therewith, from any and all liability, claims, demands, actions, or rights of action, which are related to, arise out of or are in any way connected with User's attendance at Artesia Youth Park or participation in any Artesia Youth Park activity, including, but not limited to any and all negligence, of Artesia Youth Park, its agents or employees, and all other persons or entities, for any and all injury, death, illness or disease, and damage to User or User's property.

User further agrees, promises and covenants to hold harmless and to indemnify Artesia Youth Park, its agents and employees, and all other persons or entities against all damage which user may negligently or intentionally cause to spectators or other third parties in the course of User's participation in any Artesia Youth Park activity.

User further agrees, promises and covenants not to use, assert or otherwise maintain any claim against Artesia Youth Park, its agents and employees, and all other persons or entities, for any injury, death, illness or disease, or damage to User or User's property, arising from or connected to User's participation in any activity or from any claims asserted against User by spectators or other third parties. In signing this document, User fully recognizes that if anyone is hurt or dies, or property is damaged while User is in Artesia Youth Park facilities, User will have no rights to make any claim or file a lawsuit against Artesia Youth Park, its agents, employees, or sponsors even if Artesia Youth Park, its agents, employees, or sponsors negligently caused the bodily injury or property damage. **Initial Here:** _____

User further agrees to release photographs in which user may appear, which have been taken at Artesia Youth Park events to be used for Artesia Youth Park's advertisements and promotion of Park activities. **Initial Here:** ____

3. Acknowledgement of Effect of This Release Agreement

User Understands and acknowledges that by signing this document User has given up certain legal rights and/or possible claims which User might otherwise assert or maintain against Artesia Youth Park, its agents or employees, and other persons or entities, including but not limited to rights arising from or claims for the acts or omissions, fault or negligence of Artesia Youth Park, its agents or employees or any other persons or entities. User understands and acknowledges that by initialing and/or signing this document, User has assumed responsibility and LEGAL LIABILITY for the claims or other legal demands, including defense costs, which may be asserted by spectators or other third parties against User as a result of User's participation in this activity. **Initial Here:** _____

4. Participant Insurance Benefits and Representation of Physical Condition

User understands and acknowledges that no medical insurance benefits will be provided to User for injuries occurring while User is at Artesia Youth Park or for activities sponsored by Artesia Youth Park. User certifies that User has sufficient health, accident, and personal liability insurance to cover bodily, property damage, or any consequences resulting from User's attendance at Artesia Youth Park or participation in Artesia Youth Park Activities. If User has no such insurance, User certifies that User is capable of personally paying for any and all expenses or liability. User further acknowledges that the undersigned is in good physical and mental health, not suffering from any condition, disease or disablement, which would or could potentially affect participation at activities at Artesia Youth Park.

Initial Here: _____

5. Rules and Regulations

By Initialing User acknowledges that User has read and understood the complete list of rules and regulations and has received a copy. **Initial Here:** _____

6. Consideration

In consideration of this agreement, Artesia Youth Park will permit User to attend Artesia Youth Park and/or participate in Artesia Youth Park activities, subject to user's compliance with all Artesia Youth Park Rules, Regulations and Safety Policy. Artesia Youth Park retains the right to deny entrance to its facilities or participation in its activities, to anyone in its sole discretion.

7. Entire Agreement

User understands that this constitutes the entire agreement between undersigned ("User") and Artesia Youth Park, its agents or employees, and that it cannot be modified or changed in any way by the representations or statements of Artesia Youth Park, its agents or employees or by User.

User's signature below indicates that User has read this entire document in full, understands it completely, and agrees to be bound by its terms.

This Waiver and Release is a Michigan contract and User consents to the jurisdiction and venue for any action relating to this Waiver and Release in Roscommon County, Michigan, regardless of User's residence or domicile. User also agrees that any such action will be brought only in Roscommon County Court, Roscommon, Michigan.

Users Signature: _____

Date: _____

Signature of Parent/Guardian (If under age 18):

Signature of Artesia Youth Park

Employee:_____

8. Artesia Youth Park Rules, Regulations, and Safety Policies

1. Obey and respect all leaders and staff and all peers.
2. Follow transportation rules and dismissal times.
3. Everyone needs a waiver on file.
4. Check in at the front desk and sign in.
5. No one is allowed in the following areas with out specific permission from Artesia Youth Park Staff: *Kitchen *Studio *Storage Areas * Office Areas
6. No persons under the influence of intoxicating substances are allowed on the premises
7. No Drugs Allowed on the premises. This includes but is not limited to: *Cigarettes *Alcohol *Marijuana

8. No romantic displays of affection -Six inches between boys and girls.
9. School dress code required
10. Only clean music allowed and pre-approved video games approved by staff
11. No profanity, vulgar, offensive, or inappropriate language.
12. No Fighting, Spitting, Hitting, Pushing, Kicking, or other type of physical altercation.
13. No Weapons.
14. Equipment must be used as intended.
15. Store personal belongings in designated areas. Artesia Youth Park is not responsible for lost/stolen items.
16. Keep the place clean- use garbage cans for all trash.
17. No Gambling or stealing
18. No Urinating in inappropriate areas.
19. All injuries, whether major or minor in nature, must be reported to Artesia Youth Park staff IMMEDIATELY.
20. All Damage to Facilities, Furniture, or Equipment must be reported to Artesia Youth Park Staff.
21. All Skaters must wear the following Artesia Youth Park Approved equipment: *Helmet
*Appropriate footwear *Knee/Elbow Pads *Wrist protection
22. No bicycles, unless BMX style, or roller skates allowed in the Skate Areas.
23. Everyone must take turns on equipment.
24. This is in no way an exhaustive list! Artesia Youth Park reserves the right to interpret any policy set fourth in this document and to ban from the property or from transportation, anyone who cannot follow these rules and regulations.

Policies may be added at any time without notice at the discretion of Artesia Youth Park.