

UnderToe Skateboard Academy

Program Participation Form

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| Child's name (First/Last/Nickname): | |
| Birth Date: | |
| Does the child have any chronic medical illnesses?: | |
| Does the child have any allergies?: | |
| Is the child presently taking any medication?: | |
| Does the child have any known injuries or conditions? | |
| Parent's/guardian's name: | |
| Relationship to the child: | |
| Parent's/guardian's contact number: | |
| Parent's/guardian's email address: | |
| Backup emergency contact name: | |
| Backup emergency contact number: | |
| Backup emergency contact email address: | |

Participation checklist:

- Child has his/her own skateboard (optional, as limited number of boards will be provided)
- Child has his/her own helmet(participation will not be permitted without helmet), knee and elbow pads and wrist guards
- Parent/guardian has filled out and signed the Jeff Cole and Vlad Tucakov release of liability form
- Parent/guardian has filled out and signed the photography and filming release form (optional)

PLEASE READ CAREFULLY!

Initial

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS

By signing this document you will waive certain legal rights, including the right to sue or claim compensation following an accident.

TO: **UnderToe Skateboard Academy Inc.**, with mailing address at 1800 - 510 West Georgia Street, Vancouver BC (together with their directors, officers, employees, contractors, affiliates and agents, the “**Releasees**”).

1. In this Agreement, the term “**Activities**” will include all activities, including, without limitation, all skateboarding activities, undertaken: (a) at the premises located at the Mount Pleasant skateboard park, 3161 Ontario St, Vancouver, BC V5T 2Y9, West 16th Avenue and Ontario (the “**Premises**”), (b) during the skateboard instruction sessions to be offered by the Releasees from the Premises, and (c) during transportation to and from the Premises.

2. **I have read this Agreement and I am familiar with its terms.** I hereby represent and warrant that I have explained the terms of this Agreement to the minor who will be attending the skateboard instruction sessions at the Premises (the “**Minor**”), that he or she fully understands the terms contained herein, and acknowledge both on my own behalf and on behalf of such Minor that the Releasees would not be permitting the Minor’s participation in the skateboarding activities and instruction, use of the Premises and/or provision of equipment and/or facilities if I have not made such representations and warranties.

3. **I am aware that participating in the Activities involves many inherent risks, dangers and hazards to the Minor including but not limited to:** executing strenuous and demanding techniques; engaging in strenuous cardiovascular workouts; colliding with or being struck by other participants or other hazards; falls, including injuries due to uneven or irregular terrain or surfaces and injuries from pavement, concrete, structures or any other surfaces; dangers associated with travelling to and from the Premises; negligence of other participants and other persons; equipment failure; improper use of equipment, including failure to properly adjust, fasten or wear equipment; over-exertion; personal property being stolen, damaged or lost; and negligence on the part of the Releasees, including the failure on the part of the Releasees to take reasonable steps to safeguard or protect the Minor from the risks, dangers and hazards of participating in the Activities, including such risks, dangers and hazards as those referred to above. **I freely accept and fully assume, on behalf of the Minor and on behalf of myself, all such risks, dangers and hazards and the possibility of personal injury, disability, paralysis, death, property damage or loss resulting therefrom. I freely accept, on behalf of the Minor and on behalf of myself, that the Releasees will in no way be considered or deemed to be commercial or social hosts for the purpose of any commercial or social host liability.**

4. In consideration of the Releasees providing skateboard instruction at the Premises and/or provision of equipment, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree, on behalf of the Minor and on behalf of myself, as follows:

- (a) **TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury, including death, that the Minor may suffer or that my next of kin may suffer, as a result of my participation in the Activities, due to any cause whatsoever, including negligence, breach of contract or breach of any statutory or other duty of care, including any duty of care owed under the *Occupiers Liability Act* (British Columbia) on the part of the Releasees, and further including the failure on the part of the Releasees to take reasonable steps to safeguard or protect the Minor from the risks, dangers and hazards of participating in the Activities, including such risks, dangers and hazards as those referred to above; and**
- (b) **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage, loss, personal injury or death to any third party resulting from the Minor's participation in the Activities.**

5. This Agreement will be effective and binding upon the Minor's heirs, next of kin, executors, administrators, assigns and representatives, in the event of the Minor's death or incapacity.

6. This Agreement and any rights, duties and obligations as between the parties to this Agreement will be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction.

7. Any litigation involving the parties to this Agreement will be brought solely within the Province of British Columbia and will be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

I confirm that I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in the Activities. I confirm that I have read and understood the Agreement prior to signing it and I am aware that by signing this Agreement, I am waiving certain legal rights which the Minor or myself, or our respective heirs, next of kin, executors, administrators, assigns and representatives may have against the Releasees.

Dated this _____ day of _____, 2018.

| | | |
|---|--|---|
| Signatory on behalf of Minor Participant | Minor Last Name: Please Print | Minor First Name: Please Print |
| | Parent/Guardian Last Name: Please Print | Parent/Guardian First Name: Please Print |
| | Signature: | |
| | Relationship to Minor: | |

Minor Model Release Form

UnderToe Skateboard Academy Inc., with mailing address at 1800 - 510 West Georgia Street, Vancouver BC (together with their directors, officers, employees, contractors, affiliates and agents, "UnderToe") will be photographing and/or filming the minor named below (the "Minor") during the UnderToe Skateboard Academy program. Once I have given my permission by signing this form, UnderToe and its agents and affiliates may use these images and video in the future, without further consent and without compensation.

I confirm that I am the parent or guardian of the Minor. I voluntarily and irrevocably give UnderToe and its agents and affiliates permission to use the image(s) and video(s) that UnderToe has taken of the Minor and to use, reproduce and publish image(s) and video(s) of the Minor, alone or in combination or in a modified format, with or without my name or the Minor's name, in perpetuity, for all purposes and in all forms of media now known or hereafter discovered, and on the Internet, throughout the world, without any compensation.

I understand that I will not be given the right or opportunity to inspect or approve versions of the image(s) or video(s) of the Minor used by UnderToe or its agents or affiliates or the written copy that may be used in connection with those image(s).

I also release UnderToe and its agents and affiliates from any and all claims that arise from the reproduction, use and publication of the image(s) or video(s) of the Minor. I confirm that I am at least 18 years old. I have read this release before signing. I understand its contents and freely accept its terms. This release will be binding upon me, my heirs, legal representatives and assigns and is governed by the laws of British Columbia.

I confirm that I have agreed to the above on behalf of the Minor and that I have the ability to act on his or her behalf and bind him or her to the terms of this release.

Dated this ____ day of _____, 20____.

Name of Minor: _____

Preferred Social Media Handle: _____

Parent/Guardian signature:

Please print name

Signature