

# Tri-Star Skate Park

5360 Brookpark Rd.  
Cleveland Ohio 44134

[info@tristarshop.com](mailto:info@tristarshop.com)

Phone 216-459-9000

## Agreement for Waiver and Release, Assumption of Risks and Indemnification

This document affects your legal rights. You should read it carefully. No membership will be granted without proper completion.

Member's Name \_\_\_\_\_

I, the above Member above the age of 18, or the Parent of the above member who is under the age of 18, agree as follows:

I acknowledge and understand that skateboarding, roller skating and other roller sports are hazardous and dangerous activities that require strenuous exercise and various degrees of skill and experience for the different skating surfaces and venues. I understand that these activities can result in serious injury or death to the person and damage to the property and voluntarily assume any and all risks of loss, damage or injury or death while on the premises.

I am aware of the risks, hazards and dangers or personal injury, death, and disability inherent on entering the premises as well as those inherent risks, hazard and dangers of personal injury, death and disability in participating in any roller sport event. I am aware that the usual risks, hazards and dangers of personal injury, death and disability increase when using ramps, curbs, steps, half pipes, inclines, declines, bowls, or any other structure or device. I also understand that these risks, hazards and dangers are further increased when other persons, whether of the same skill level of experience of skill, are using the same facilities.

In consideration for the admission, viewing privileges and use of the facilities of Tri-Star Skate Shop LLC, and Tri-Star Skate Park LLC; I hereby agree to release and forever discharge Tri-Star Skate Park LLC, Tri-Star Skate Shop LLC, Shelby Snellenberger, Sam Snellenberger, Landlord Stanley J. Basista, Sun Properties LTD., Stanley Properties, INC, any and all employees of Tri-Star Skate Shop LLC, Tri-Star Skate Park LLC, and their agents, servants, employees, officers, directors, trustees, and all other persons or entities acting on their behalf, from any and all claims, actions, damages, liability costs or expenses and attorney fees which are related to, arise out of, or are in any way connected to my participation or use of the skate park facility (either the interior or the exterior), use of equipment or property supplies by Tri-Star Skate Shop LLC and Tri-Star Skate Park LLC, or my presence upon the premises, whether or not such claims, actions, damages, liability, costs, or expenses are caused by the negligence of Tri-Star Skate Park LLC, Tri-Star Skate Shop LLC, and the landlord Stanley J. Basista. Sun Properties, LTD., Stanley Properties, INC., any and all employees of Tri-Star Skate Shop LLC, Tri-Star Skate Park LLC, and their agents, servants, employees, officers, directors, trustees, and all other persons or entities acting on their behalf, from any and all claims, actions, damages, liability costs or expenses and attorney fees of nay spectators, other member of third party connection with arising out of my involvement or participation in any activity at Tri-Star Skate Shop LLC, Tri-Star Skate Park LLC.

Also, by signing this waiver you agree to abstain from the use of illegal drugs/alcohol and any form of bullying/fighting on the premises of Tri-Star Skate Shop LLC, Tri-Star Skate Park LLC. Also, be aware that any form of spectating will be done in the designated areas. Lastly, by signing this, you agree to follow all of our rules that can be found at [www.tristarshop.com/skatepark](http://www.tristarshop.com/skatepark)

Parent Signature \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

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I acknowledge that my participation or the viewing and spectating at Tri-Star Skate Park LLC. Is strictly voluntary in spite of the risks and dangers and no one is forcing me to participate or view and spectate.

I agree to indemnify, hold harmless and defend Tri-Star Skate Park LLC, Tri-Star Skate Shop LLC, Shelby Snellenberger, Sam Snellenberger, Landlord Stanley J. Basista, Sun Properties LTD., Stanley Properties, INC, any and all employees of Tri-Star Skate Shop LLC, Tri-Star Skate Park LLC, and their agents, servants, employees, officers, directors, trustees, and all other persons or entities acting on their behalf, from any and all claims, actions, damages, liability costs or expenses and attorney fees of any spectators, other member or third party in connection with or arising out of my involvement or participation in any activity at Tri-Star Skate Shop LLC., and Tri-Star Skate Park LLC.

I give my consent and permission to Tri-Star Skate Shop LLC. And Tri-Star Skate Park LLC. To obtain on my behalf for myself or minor child any emergency medical treatment in case of sickness, accident, or injury and to secure such medical attention at my expense.

I agree that this Agreement shall apply to my participating in any and all Tri-Star Skate Shop LLC, and Tri-Star Skate Park LLC activities and programs, including but not limited to open skating, skateboarding, other roller sports activities, practice sessions, instructional sessions, competitions and activities directed by any representative of Tri-Star Skate Shop LLC, and Tri-Star Skate Park LLC., including viewing or spectating of any of the aforementioned activities. This Agreement shall cover all of the aforementioned activities regardless of whether the activities are conducted inside the building, outside the building, or any other location where activities sponsored by Tri-Star Skate Shop LLC, and Tri-Star Skate Park LLC. may take place.

This Agreement shall be effective and binding upon my heirs, agents, personal representatives and assigns.

I hereby certify that I am over 18 years of age, I have carefully read the foregoing and acknowledge that I understand and agree to all of the above terms and conditions. I have had the opportunity to ask any and all questions regarding this agreement and effect of the same. I am aware by signing this agreement that I assume all risks and waive and release certain substantial rights that I may have or possess.

Parent Signature \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

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## No Helmet 18+ Only

By signing here, I am agreeing that not wearing a helmet is a bad decision and it can lead to unnecessary injury or even death. This is my choice alone and my choice only and I hereby agree to release and forever discharge Tri-Star Skate Park LLC, Tri-Star Skate Shop LLC, Shelby Snellenberger, Sam Snellenberger, Landlord Stanley J. Basista, Sun Properties LTD., Stanley Properties, INC, any and all employees of Tri-Star Skate Shop LLC, Tri-Star Skate Park LLC, and their agents, servants, employees, officers, directors, trustees, and all other persons or entities acting on their behalf, from any and all claims, actions, damages, liability costs or expenses and attorney fees which are related to, arise out of, or are in any way connected to my participation or use of the skate park facility (either the interior or the exterior), use of equipment or property supplies by Tri-Star Skate Shop LLC and Tri-Star Skate Park LLC, or my presence upon the premises, whether or not such claims, actions, damages,

liability, costs, or expenses are caused by the negligence of Tri-Star Skate Park LLC, Tri-Star Skate Shop LLC, Shelby Snellenberger, Sam Snellenberger, and the landlord Stanley J. Basista.

Member Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness Signature \_\_\_\_\_ Name \_\_\_\_\_ Date \_\_\_\_\_

Participant Contact information

Name: \_\_\_\_\_

Birthday: \_\_\_\_\_

Age: \_\_\_\_\_

Home Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Emergency Contact:

Name: \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_

Phone: \_\_\_\_\_