

# EQUIPMENT RENTAL LIABILITY RELEASE

George C. Beatie Skate Park

DBA ATown Park

City of Atascadero Recreation Division  
5599 Traffic Way, Atascadero, CA 93422  
(805) 460-3760

Participant Name: \_\_\_\_\_ Legal Guardian Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Parent/Guardian contact phone number: Cell #: \_\_\_\_\_ Home #: \_\_\_\_\_

## For the Participant and/or Parent/Legal Guardian:

I, the participant, (or legal guardian of minor), have read and understand this Equipment Rental Waiver and Release of Liability Form of George C. Beatie Skate Park (dba ATown Park) and hereby expressly accept and agree to the following:

**Risk of Personal Injury.** I understand that riding equipment (scooter, skateboard) is an inherently dangerous activity. Risks include, but are not limited to: Death; Injury to body; Damage to equipment, clothing; and Damage to and/or injury to others.

**Conditions and Representations.** Participant has not made any misrepresentations to ATown Park, including but not limited to:

1. Participant accepts full responsibility for all damage to rental equipment and agrees to pay for any needed repair or replacement of said equipment.
2. All instructions for use of the equipment have been provided to the participant, and participant fully understands how to use the equipment.
3. Participant agrees to wear a helmet at all times while equipment is being used.
4. Participant agrees that the equipment is working properly.
5. Participant is physically and mentally able to ride equipment and is familiar with park riding, its physical and mental requirements and the risks involved.

## Release of Liability (Including Negligence).

Rider agrees to fully release and discharge ATown Park, its staff, or the City of Atascadero, from any damages, injuries, or claims including any injuries or damages to participant, spectators or other person or property, as a result of participant's rental of the equipment and/or riding, and participant further understands and agrees to release ATown Park, its staff, or the City of Atascadero for any negligence in causing in whole or in part any such injury.

Express Assumption of Risks. Participant expressly assumes all risk or loss, damage or injury occurring as a result of riding equipment rented from ATown Park.

## Promise not to Sue and Hold Harmless.

Participant further agrees to indemnify ATown Park, its staff, and the City of Atascadero and hold them harmless for any damages; injuries or claims, including attorney's fees and costs incurred ATown Park as a result of a participant's rental of equipment from ATown Park. Participant agrees that participant's obligation to indemnify and hold ATown Park, its staff and the City of Atascadero harmless applies even if ATown Park is negligent. Participant understands this is a contract, which limits participant's legal rights, and it is binding upon participant and participant's heirs, agents and legal representatives. If portions of this Waiver are invalid, it is agreed that the remaining portions will remain intact and enforceable.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent or Guardian or Adult Participant