



SKATE PARK RULES



Land O' Lakes Recreation Complex

This facility is not supervised, **SKATE AT YOUR OWN RISK**. Pasco County is not responsible for injuries.

All skaters must complete a waiver and sign in at the recreation office.

Children 12 yrs old and younger must be accompanied by an adult (Ordinance 77-02; Sec. 70-40).

Helmets are **REQUIRED** at all times. Knee pads, elbow pads and wrist guards are **STRONGLY RECOMMENDED**.

Do not proceed down a ramp until it is safe and clear to do so. Absolutely no horse play.

This park is open for use during daylight hours only.

No foul or abusive language or behavior will be tolerated.

No glass containers permitted in or around the skate area. Please **NO** food or drink allowed on skate park surface. **NO SMOKING**.

Alcohol, tobacco products, drugs and weapons of any kind are strictly prohibited (Ordinance 77-02; Sec. 70-54).

Do not skate if hazardous conditions exist. Do not use park when surface is wet.

Additional obstacles or other materials such as ramps and jumps may not be used.

Park is open to skateboards and in-line skates only. Bicycles and motorized vehicles are not allowed in the skate park.

This park is closed to school aged youth during school hours.

Spectators are to remain outside the skate park fence.

The Pasco County Parks & Recreation Department reserves the right to restrict entry and ask persons to leave the facility if rules are not followed. The facility may also be closed for any circumstances deemed necessary.

Please be courteous to all, have fun and skate safe.

Pasco County Parks & Recreation Department
Land O'Lakes Recreation Complex
SKATE PARK

SKATE PARK RELEASE, INDEMNITY, AND WAIVER OF LIABILITY

NOTICE: This form is a Release and Waiver of Liability, Assumption of the Risk, Indemnity, and Parental Consent Agreement pursuant to Section 316.0085, Florida Statutes, which provides a limitation of liability for governmental entities with respect to persons who participate in skateboarding, and in-line skating, on government property. When signed, this form is a contract with legal consequences. Please read it carefully before signing.

TO PASCO COUNTY: In consideration of the opportunity afforded to me and/or my child/ward names herein to participate in activities conducted at the Land O'Lakes Recreation Complex Skate Park, I, the undersigned, on behalf of myself and/or my child/ward names herein, do freely agree to and make the following contractual representations and agreements.

I expressly acknowledge and realize the inherent risks and dangers associated with the activities conducted in the Skate Park and the possibility of serious physical and/or mental trauma or injury or death that may result from participation in such activities, which include, but are not limited to, skateboarding, and in-line skating. I knowingly, freely, and voluntarily agree to assume any dangers, risks, and non-economic and economic losses associated with such participation. This includes risks and dangers caused by my own actions or inaction; dangers of collision with spectators, other participants, and fixed or moving objects; dangers arising from surface hazards, equipment failure, inadequate safety equipment, and weather conditions.

I do hereby agree to **release, waive, discharge, and covenant not to sue Pasco County**, its officers, agents, employees, and volunteers (all for the purposes herein referred to as "Releasees") from any and all liability or claims that may be sustained by me, my child/ward, my heirs, executors, administrators, legal representatives, assigns, and successors (hereinafter referred to collectively as "Successors") for any and all damages, social and economic losses, and any rights or claims that may be sustained by me directly or indirectly in connection with, or arising out of, my and/or my child's/ward's participation in the activity **whether caused in whole or in part by the negligence of the Releasees**. I further agree to **indemnify and hold harmless the Releasees from any and all liability resulting from claims, causes of action, or losses sustained by third parties arising out of, my and/or my child's/ward's participation in the activity**.

I agree for myself and Successors that the above representations are contractually binding and are not mere recitals, and that should I or my Successors assert my claim in contravention of this Agreement, I or my Successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudicated liable on such claim for gross negligence. This contract cannot be amended orally.

I, on behalf of myself, or as parent/guardian of the dependent names herein, do hereby grant full permission to Pasco County to use photographs, videotapes, recordings, and any other record of the activity for any legitimate purpose whatsoever.

I, the undersigned, on behalf of myself and/or my child/ward names herein, have read this contract, fully understand its terms, and understand that I, on behalf of myself and/or my child/ward, have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of any and all liability to the greatest extent allowed by law and agree that if any portion of this contract is held to be invalid, the balance notwithstanding shall continue in full legal force and effect.

Date: _____ Age of Participant: _____
Name (please print): _____ Address: _____
City, State, Zip: _____ Phone: (____) _____
Who to Notify in Case of Emergency: _____ Phone: (____) _____
Signature of Participant: _____

PARENT/GUARDIAN OF A MINOR: I, a parent/guardian of the above-named minor, understand the nature of the activities conducted in the Skate Park and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby give my permission for my child/ward to participate in the activity and further agree, individually and on behalf of my child/ward, to be bound by the terms of the above Agreement. By signing this waiver you agree to the rules listed on the reverse side of this form.

Signature of Parent/Guardian of Minor: _____
Name (please print): _____ Date: _____
Address: _____
City, State, Zip: _____ Phone: (____) _____

Notary Clause (to be notarized if not executed in the presence of a Pasco County Recreation Supervisor or above).

State of Florida, County of _____
The Foregoing instrument was acknowledged before me this _____ (date), by _____ (person acknowledging),
Who is personally known to me or who has produced _____ (type of ID) as identification.
Notary Public (print name) _____ My Commission Expires: _____

Employee's Name OR Witnessing Supervisor (please print) _____
Employee's OR Witnessing Supervisor's Signature _____

Participant's Last / First Name _____