

AMATEUR ATHLETIC WAIVER AND RELEASE OF LIABILITY. READ BEFORE SIGNING

Name of organization/Instructor: **Luke's Skate Lessons**

2026 WAIVER, ALL participants must sign.

In consideration of being allowed to participate in any way in the **Luke's Skate Lessons** athletic/sports program, related events and activities, the undersigned acknowledges, appreciates and agrees that:

1. The risk of injury from the activities involved in this program is significant, including the potential for serious injury, permanent paralysis and death, which might result not only from your own actions, inactions, or negligence, but from the actions, inactions, or negligence of others or the conditions of the premises or of any equipment used. The injury risks may include, but are not limited to: the nature of the activity; latent or apparent defects in the condition in equipment or property supplied or used by **Luke's Skate Lessons** or other entity; acts of other participants, employees, volunteers or agents of **Luke's Skate Lessons**; your own physical condition, acts or omissions; conditions of the facilities and surrounding grounds or terrain and accidents connected with their use; weather; first aid emergency treatment or other services; personal injury and death. And while particular rules, equipment and personal discipline may reduce this risk, the risk of serious injury does exist; and
2. I understand and agree that all physical activities and sports are potentially inherently dangerous. Physical activities involve many risks, including but not limited to falling, contact injury, non-contact injury, and more. I further acknowledge and fully understand that, that there may be other risks not known or not reasonably foreseeable at this time; and,
3. I understand that participation in activities in person may expose me to the risk of acquiring infections disease, including but not limited to MRSA, influenza and COVID-19 resulting in sickness or death and the risk of transmitting it to others. I hereby acknowledge that I am voluntarily participating in such activities of my own free will and I agree to assume the full risk of any damages and/or losses of any kind, regardless of severity and including death, that may occur in connection with the participation in the activities; and
4. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASERS or others. And I assume full responsibility for my participation. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary and I elect, in spite of the risks, to participate. I assume all the foregoing risks and accept personal responsibility for the damages following such injury. I assume all risks and hazards incidental to **Luke's Skate Lessons**; and,
5. I agree that I have the responsibility to participate in all activities in a safe manner, and I will ensure I am safe to participate in all physical activities. I represent and warrant that I am in good health and have no conditions that would affect the safe participation in the activities. I hereby provide **Luke's Skate Lessons** permission, but not the obligation, to administer basic first aid to me and I authorize its agents or employees to contact 911 or other emergency personnel as needed; and
6. I agree I will wear a full set of pads, including helmet, wrist, elbow and knee pads, while skating and otherwise upon request. If I choose not to wear protective equipment, **Luke's Skate Lessons** is not obligated to provide lessons to me, and if they do provide lessons to me, I am

participating at my own risk and **Luke's Skate Lessons** is not liable for any loss or damages arising out of my failure to wear protective equipment; and

7. I have read and willingly agree to comply with the stated and customary terms and conditions for participation. If however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such attention of the nearest official immediately; and,
8. I shall be liable and responsible for my participation and any and all damages, costs and expenses arising out of such participation. I further understand that I am solely responsible for any personal injury or property damage caused by myself as a result of my participation in the activities at the facilities; and
9. I, and on behalf of myself, my children, parents, heirs, assigns, distributees, next of kin, spouse, and/or legal representatives and personal representatives, hereby voluntarily release, waive, forever discharge, agree not to sue, and agree to indemnify, defend and hold harmless **Luke's Skate Lessons**, and each of their respective commissioners, directors, officers, agents, sponsors, insurers, and other employees, its parent, subsidiaries, affiliates, employees, distributors, and agents, other participants, and, if applicable, operator or lessors of premises used to conduct the activity and all other persons or companies, from any and all liability for any and all claims, demands of causes of action whatsoever, including but not limited to negligence, which are in any way connected with my participation in the activities, use of **Luke's Skate Lessons'** equipment or facilities used by **Luke's Skate Lessons** or **Luke's Skate Lessons'** rendering of First Aid or contacting emergency personnel; and
10. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS **Luke's Skate Lessons** their officers, officials, agents, and or employees, whether paid or not, other participants, sponsoring agencies, sponsors, advertisers and if applicable, owners and lessors of premises used to conduct the event ("Releasers") WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY WHETHER ARISING FROM NEGLIGENCE OF THE RELEASERS OR OTHERWISE; and
11. YOU UNDERSTAND THAT THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. In giving the release herein, which includes claims which may be unknown to you at present, you acknowledge that you have read and understand Section 1542 of the California Civil Code, which reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

You hereby expressly waive and relinquish all rights and benefits under that section and any law of any other jurisdiction of similar effect with respect to your release of any unknown or unsuspected claims herein; and

12. I hereby certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating in these activities or alternatively I agree to bear the costs of such injury or damage myself; and
13. I acknowledge that if anyone is hurt, or property is damaged during participation in this activity a court of law may find me to have waived my right to maintain a lawsuit against **Luke's Skate Lessons**, and any of the other parties associated with **Luke's Skate Lessons** on the basis of any claim from which I have released them herein. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS,

UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

If any term or provision hereof is determined by a court of competent jurisdiction be invalid, illegal or unenforceable, it shall be stricken only to the minimal extent necessary, and the remaining shall remain unimpaired.

PRINTED NAME: _____

SIGNATURE: _____ Date _____

Email Address: _____ Phone _____

For participant of minority age (under age 18 at time of registration)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all Releasers, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasers from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASERS, to the fullest extent permitted by law.

Child's name(s) _____ (DOB) _____

Child's name(s) _____ (DOB) _____

Child's name(s) _____ (DOB) _____

Parent/Guardian Signature: _____

LUKE'S SKATE LESSONS MEDIA RELEASE OF LIABILITY WAIVER FORM

Participant's Name: _____

Date of Birth: _____

Parent/Guardian Name (if under 18): _____

1. Consent to Film and Distribute Media

I, the undersigned, hereby grant permission to *Luke's Skate Lessons*, its owners, staff, affiliates, representatives, and anyone authorized by the organization (collectively referred to as "LSL"), to record, photograph, and film the participant during skateboarding lessons, camps, or events.

I understand and agree that:

- These recordings may be used for promotional, educational, and commercial purposes including, but not limited to: YouTube, Instagram, TikTok, Facebook, Social Media, Websites, Printed Materials, and Advertisements.
- I will not receive compensation for the use of these materials.
- All rights, title, and interest in such recordings will belong solely to LSL.

2. Release of Liability Regarding Media Use

I hereby release, waive, and discharge *Luke's Skate Lessons*, its employees, contractors, volunteers, owners, and affiliates from any and all claims, demands, or causes of action, including but not limited to claims for defamation, invasion of privacy, or infringement of publicity rights, that may arise out of or relate to the use of the recorded media.

3. General Liability Waiver

By signing this form, I understand and acknowledge that:

- Skateboarding is a physically demanding and potentially hazardous activity.
- Injuries may occur despite safety precautions.

I voluntarily assume all risks associated with participation in skateboarding activities. I release and hold harmless *Luke's Skate Lessons*, its instructors, staff, affiliates, and all associated parties from any liability, claims, damages, or losses related to injury, loss, or damage that may occur during participation.

Signature of Parent/Guardian (if under 18): _____

Date: _____

Printed Name of Parent/Guardian: _____