



Cayman Islands Skateboard Association
PO Box 905, Grand Cayman, KY1-1103
CAYMAN ISLANDS
Tel. (345) 939-1301
E-mail: info@blackpearl.ky, skate@blackpearl.ky

DECLARATION OF FITNESS FOR SKATE PARK PARTICIPANT-MINOR

I hereby declare that I am physically fit. I do not, and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during Skate Park Activities, including but not limited to skateboarding, inline skating or BMX riding:

Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs.

I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment and that I have not been diagnosed by a registered doctor as having a terminal illness.

I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of Skate Park activities, I will notify the Supervisor of the Skate Park immediately.

I have read the above Declarations, understand them, and I agree to be bound by them.

Signature of Parent or Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have

Name of Parent or Guardian
(Please Print)

Date (mm/dd/year)

Address of Parent or Guardian

Contact Number

Emergency Contact Number

Name of Minor (Please Print)

DOB (mm/dd/year)

Age

School Attended

If you cannot sign the above declaration because of any of the above conditions, you must notify management immediately prior to entering the skate area.

SKATEPARK RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.

Please read and be certain you understand the implications of signing.

Express Assumption of Risk Associated with Skate park Use and Related Activities.

I, [redacted] do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Skate park use, Skateboarding, BMX and Inline Skating, transportation of equipment related to the activities, and travelling to and from activity sites in which I am about to engage.

Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries that may result in permanent disability and death.
 2. Possible equipment failure and/or malfunction or misuse of my own or others' equipment.
 3. I AGREE THAT I WILL WEAR A HELMET AT ALL TIMES. However, a helmet cannot guarantee the participant's safety. I further agree that no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord.
 4. Loss of balance, coordination, difficulty or inability to control speed and direction, rapid or uncontrolled acceleration on hills and inclines.
 5. Variation and/or steepness of terrain, variation or changing in riding surfaces including but not limited to snow surfaces, ice, bare spots, rocks, stumps, debris, cliffs, trees, fences, posts, trees, light poles, signs, buildings, roads, walkways, ramps, rails, stairs, pyramids, manual pads, bowls, half-pipes, jumps, padded and non-padded barriers, other persons, and other natural and man-made hazards.
 6. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, riding surfaces or other obstacles.
 7. Exposure to the elements and temperature extremes may result in frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
 8. Dangers associated with exposure to natural elements include but are not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and other weather conditions.
 9. Accidents or illness occurring in remote places where there are no available medical facilities.
 10. Fatigue, exhaustion, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
 11. Impact or collision with other skaters, spectators, facility employees, pedestrians, motor vehicles, and cyclists.
- *I understand the description of these risks is not complete and unknown or unanticipated risks may result in injury, illness, or death.**

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in the above described activity(ies) and related activities, I hereby agree, acknowledge and appreciate that:

1. **I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH,** or loss or damage to person or property, **WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE,** the following named persons or entities, herein referred to as releases.

Owner (Company and/or Person)

2. To release the releases, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releases or otherwise. By executing this document, I agree to hold the releases harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of my engaging in the above activities.

3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releases, other than what is set forth in this Agreement.

4. This agreement shall apply to any and all injury, disability, death, or loss or damage to person or property occurring at any time after the execution of this agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releases, but also to release and indemnify the Releases from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

Signature of Parent/Adult/Legal Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have

Name of Parent/Adult/Legal Guardian (Please Print)

Name of Minor (Please Print)

13. I also expressly grant the Cayman Islands Skateboard Association (CISA) and any third party authorized by CISA the right to film, videotape, photograph, record the voice of, and make any reproduction of the persons physical likeness and voice and their irrevocable right in perpetuity to use, display, digitally enhance or alter in any manner, such likeness in any media now known or hereafter devised, including but not limited to the exhibition and or / online use broad cast, theatrically or on television, cable, radio, or any motion picture film video tape, DVD, CD, or any published articles in which such likeness may be printed, used, or incorporated, and in the advertising, exploiting and publicizing of the park and park products.
(Initial here _____).

Email address
Email will be used for information on CISA/Black Pearl and Grand Harbor events.\

CISA USE ONLY	
Date of Declaration of Fitness for skate park Participants completed: _____	
Date of Express Assumption of Risk Associated with skate park Use and Related Activities completed: _____	
Date of Release of Liability, Waiver of Claims and Indemnity Agreement completed: _____	
Staff Name (printed): _____	Staff Signature: _____
Date: _____	

CAYMAN ISLANDS SKATEBOARD ASSOCIATION SKATEPARK RULES

For Your Safety:

- All participants must sign in with the attendant before entering park.
- Skaters must abide by staff instructions at all times.
- All skaters must have a liability waiver on file. For skaters under 18 years of age, parent/guardian must sign release forms in person or have forms notarized.
- All skaters, under the age of 18 years old **MUST** wear a helmet. **Safety gear such as elbow pads, kneepads are recommended. (Skaters who do not have the required protective equipment may rent it through the skate park. All rental equipment must be returned by the end of the session.)**
- **Failure to wear safety equipment may result in loss of park privilege and/or citation.**
- The Skate Park is a skate at your own risk facility, designed for skateboarding, in-line skating, scooters and BMX biking only. All other uses are prohibited.
- Minimum age is 6 years old. **(Parent or legal guardian must accompany children under 10 years.) If parent/guardian unable to supervise child(ren), they must sign a Parent Liability Supervision release form.**
- All skaters must skate safely at all times and avoid collisions with others.
- All equipment used by skaters and bikers must be in good condition and not damage the park or its structures. **(No metal pegs on BMX bikes)**
- Spectators are not permitted inside the Park.
- Notify staff of any unsafe conditions found inside or outside the park.
- Skating when wet, raining, during routine maintenance or repair or when park is closed is prohibited.
- Shirts must be worn at all times while in the park.
- Open front shoes, slippers or any other footwear that exposes the foot are not permitted while skating.
- Unauthorized ramps, jumps or obstacles cannot be used inside or outside the skate park area.
- **Any electronic and/or motorized devices are prohibited in the park.**
- Animals are not permitted in the skate park.

The following behavior and/or conduct are prohibited:

- Consumption of food, beverages, chewing gum, tobacco products. **(Water bottles are allowed in viewing area only)**
- All types of glass including bottles and containers.
- Hazing, bullying and gang activity.
- Inappropriate sexual behaviour.
- Skating in parking lot, on sidewalks, curbs, or entrance areas near the park.
- Trespassing while facility is closed for business.
- Contests of any sort are allowed in the park unless organized by the park.
- Profanity and abusive language.
- Graffiti, tagging, or other means of defacing park property.
- Fighting or other disruptive behavior.

ZERO Tolerance with immediate terminate of park privileges:

- Any type of alcoholic beverages.
- Any type of controlled drugs, paraphernalia, which includes consumption, sale and distribution.
- Any type of weapons that cause bodily harm and any other items that can be used to inflict harm.

The Cayman Islands Skateboard Association will report to the Police any activities deemed dangerous and/or illegal to the wellbeing of the skate park. The Association reserves the right to change the park rules and schedule as necessary.

For assistance in an emergency or Police assistance, please call 911. For Skate park information, call the Cayman Islands Skateboard Association at (345) 939-1301.

I HAVE READ THE RULES OF THE SKATEPARK, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT IF I VIOLATE ANY OF THE RULES OF THE SKATEPARK, I WILL LOSE THE PRIVILEGE TO USE IT.

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree to the Cayman Islands Skate park Association rules.

Signature of Parent or adult legal Guardian of Participant is a Minor

Name of Parent/Adult/Legal Guardian (Please Print)

Name of Minor (Please Print)