

AFRO-PUNK FESTIVAL 2010 YOUTH SKATE AND BMX WAIVER FORM

June 25th – June 27th

Return form to shop of origin by June 24th 2010, OR bring it with you on Registration day June 25th 2010.

PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK In consideration of the services of the Afro-punk Summer Festival, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as “Afro-punk”) I hereby agree to release, indemnify, and discharge Afro-punk, on behalf of myself, my children, my parents, my heirs, assigns, personal representative, and estate as follows: 1. I acknowledge that my participation in skateboarding and BMX-ing and other activities or sports known as dangerous but not mentioned above entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: Collision with other participants, the walls, or other fixed objects; falling down; my own equipment failure or the failure of others’ equipment; my own or others’ negligence; and objects or conditions on the surface that may cause me to fall; broken bones, sprains, head and back injuries, abrasions, and bruises. Furthermore, Afro-punk employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction. 2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Afro-punk from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Afro-punk's equipment or facilities, including any such claims which allege negligent acts or omissions of Afro-punk. 4. Should Afro-punk or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. 5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have. 6. In the event that I file a lawsuit against Afro-punk, I agree to do so solely in the state of New York, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. By signing this document, I acknowledge that if anyone is hurt or property is damaged upon entering the Afro-punk Festival or during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Afro-punk on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

(Participant's Information)

Signature _____

Date ____ / ____ / ____

Print First Name _____

Print Last Name _____

Street Address _____

Apt. # _____

City _____ State _____ Zip _____

Phone (____) _____ - _____ Emer. Contact Phone (____) _____ - _____

Emer. Contact

Name _____ (D.O.B. ____ / ____ / ____ Age ____

Email _____

In consideration of _____ (Print minor's name) ("Minor") being permitted by Afro-punk to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Afro-punk from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. Parent's Or Guardian's

Signature _____

Relationship To Minor _____ Date ____ / ____ / ____

Print First Name _____

Print Last Name _____

Driver's License Number _____ State _____

Notary Stamp: IF PARENT/GUARDIAN IS NOT PRESENT, FORM MUST BE NOTARIZED. Notary Signature _____ Notary Date ____ / ____ / ____

Shop Employee Initials _____ Data Entry Employee Initials _____