

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

The undersigned acknowledges that action sports are inherently dangerous activities, but still desires to participate in activities at his or her own risk. If a parent or guardian of a minor, the undersigned agrees to allow the minor named below to participate in such activities at his or her own risk. The undersigned is further aware that the usual risks, hazards and dangers (hereinafter "risks") of personal injury, death, disability, property damage and other loss, necessarily increase when using ramps, curbs, steps, half pipes, inclines or declines, bowls or any other structure and device. These risks include but are not limited to, uncontrollable boards and bicycles, falling, jumping, landing, performing tricks, weather conditions, colliding with others, such as staff, media personnel and spectators. These risks are further increased when other persons, whether or not of the same level of experience or skill, are present at the same time and using the same facilities. These risks may vary from experience or skill, are present at the same time and using the same facilities. These risks may vary from time to time and day to day based on the course design, setup, equipment, type of event, and other factors. For valuable consideration, including permission to utilize JSAW vehicles and products in any way, including but not limited to being permitted to compete, officiate, observe, or participate in any other way, the undersigned:

- 1) HEREBY RELEASES, WAIVES DISCHARGES, AND COVENANTS NOT TO SUE JSAW, ITS OWNERS, AGENTS, SUBSIDIARIES, EMPLOYEES, VOLUNTEERS, AND OTHER PERSON OR ENTITY IN ANY WAY ASSOCIATED WITH JSAW, AND THE OWNERS AND LESSEES OF JSAW, (ALL HEREINAFTER COLLECTIVELY REFERRED TO AS "RELEASES"), FROM LIABILITY, TO THE UNDERSIGNED, HIS PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN THE DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO JSAW WHETHER CAUSED BY ANY ACT OF NEGLIGENCE OF THE RELEASES OR OTHERWISE;
- 2) HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THE USE OF JSAW VEHICLES AND PRODUCTS, WHETHER CAUSED BY ANY ACT OF NEGLIGENCE OF RELEASEES OR OTHERWISE;
- 3) HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES FROM ANY LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR ARISING OUT OF OR RELATED TO USE OF JSAW VEHICLES AND PRODUCTS, WHETHER CAUSED BY ANY ACT OF NEGLIGENCE OF THE RELEASEES OR OTHERWISE;

The undersigned further agrees that this Release is intended to be as broad and inclusive as is permitted by the laws of the United States of America and that if any portion thereof is held invalid, agree that the balance shall, notwithstanding, continue in full force and effect. The undersigned understands that participants are encouraged to wear adequate helmet while participating and use of additional protective gear including footwear, elbow and knee pads is also recommended. Participants are required to follow all rules of conduct and are not to take unreasonable risks while participating in JSAW activities including causing and other riders an unreasonable risk of harm.

I HEREBY CERTIFY THAT I AM AT LEAST 18 YEARS OLD. I HAVE COMPLETELY READ AND UNDERSTAND THIS WAIVER AND RELEASE AND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT AND INDUCEMENT, ASSURANCE OR GUARANTY BEING MADE TO ME. PRIOR TO SIGNING THIS WAIVER AND RELEASE, I HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS ABOUT THE WAIVER AND RELEASE.

Student Name: _____ Date of Birth: _____

Address: _____

Phone: _____ Email: _____

Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

