

City of San José – Department of Parks, Recreation, and Neighborhood Services  
**LAKE CUNNINGHAM REGIONAL SKATE PARK**  
***Indemnification and Waiver Form***

Participant

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

***Please read and sign the following:***

I, the undersigned Participant, agree to defend, indemnify, and hold harmless the City, its officers, agents and employees (collectively referred to hereinafter as "City") from and against any and all claims, demands, causes of action, or liabilities for damages, personal injury, death or property damage, arising, in whole or in part, directly or indirectly, from my entry onto the Lake Cunningham Skate Park or from my participation in activities at the Lake Cunningham Skate Park, except as may arise from the gross negligence or willful misconduct of City. In any action or claim against City in which Participant is defending City, City shall have the right to approve legal counsel providing City's defense and such approval shall not be unreasonably withheld.

I further agree to release City from any and all claims for any damages, including property damage, injury or death occurring or arising out of use of the Skate Park, except as may be caused by the City's gross negligence or willful misconduct. I agree to abide by the Skate Park Rules and Regulations and acknowledge having received a copy thereof. Further, I agree that I will be held financially responsible for any damage to the Skate Park or equipment, which is caused by my activities. I understand that skateboarding, rollerblading, bmx biking and similar activities are hazardous recreational activities and may subject me to risk of injury or death. I further understand that the City is not responsible in any way for determining whether my skill level is sufficient to conduct such activities in a safe manner and that I assume all such risk of injury or death.

I understand that the City of San Jose or San Jose Redevelopment Agency may photograph or videotape the events or activities in which I am participating at the Lake Cunningham Skate Park. I give my permission for the City and San Jose Redevelopment Agency to use photographs or videotape of me for the purpose of promoting the City of San Jose and San Jose Redevelopment Agency and their services/programs. I give my permission with the following understanding: No compensation of any kind will be paid to me at this time or in the future for the use of my likeness.

**I HAVE READ THE ABOVE AGREEMENT AND FULLY UNDERSTAND THAT I ASSUME ALL RISKS FOR INJURY RECEIVED.**

**I HAVE READ AND UNDERSTAND THE RULES AND REGULATIONS OF LAKE CUNNINGHAM REGIONAL SKATE PARK.**

Skater Initials: \_\_\_\_\_ Parent/Guardian Initials: \_\_\_\_\_

**If the Participant is either under 18 years old or otherwise unable to sign on their own behalf, a parent or legal guardian must sign this form in the presence of Skate Park staff or in the presence of a notary public and submit this original notarized waiver to Skate Park staff.**

**Parent or Guardian of Participant Under 18 years:**

Please indicate whether you are signing as:

Parent  Guardian 

Parent/Guardian Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

For Office Use  
STAFF WITNESS:

Parent/Guardian Signature: \_\_\_\_\_

**Participant Age 18 or above:**

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_ personally appeared \_\_\_\_\_, [ ] personally known to me or [ ] proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledge to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument, the person executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

SIGNATURE OF NOTARY