

BLACK PEARL SKATE PARK LTD. (“THE OWNER”)

DISCHARGE AND RELEASE FROM LIABILITY AGREEMENT

Please read carefully, fill in the blanks

1. I _____ hereby confirm that I fully understand all the inherent risks of utilising the skate park. I also confirm that I am aware that skating is inherently dangerous and can lead to personal injury, death, property damage and other consequential loss. I voluntarily accept these risks.
2. In consideration of being allowed to use the skate park and the skate park facilities I hereby agree that:-
 - i. I release and discharge the Owner, it’s managers, employees, officers, directors, agents and volunteers from all and any liability for loss and damage I may suffer arising out of my use of the skate park and it’s facilities.
 - ii. I waive all and any claims for loss and damage that I may have against the Owner, it’s managers, employees, officers, directors, agents and volunteers arising out of my use of the skate park and it’s facilities
 - iii. The release, discharge and waiver in relation to loss and damage includes but is not limited to personal injury, death, breach of contract, breach of common law duty, negligence howsoever arising, loss of profit, indirect special or consequential loss, costs, expenses and any other claims.
 - iv. I indemnify and shall keep fully indemnified the Owner against all claims, costs and expenses (including legal costs) in respect of any liability to third parties arising out of my use of the skate park and it’s facilities.
3. This release and discharge and indemnity extends and shall be binding on my heirs, next of kin, family, relatives, guardians, executors, administrators, trustees and assigns in the event of my injury, disability or death.
4. This agreement shall be governed by and be construed in accordance with the laws of the Cayman Islands, and I irrevocably submit to the exclusive jurisdiction of the Courts of the Cayman Islands.

5. This agreement contains the whole agreement between myself and the Owner and I confirm that I have entered into this agreement only on the basis of representations expressly incorporated into this agreement.
6. This agreement may not be varied except by an instrument in writing signed by myself and the Owner.
7. This agreement is severable in that if any provision is determined to be illegal or unenforceable by the Court such provision shall be deemed to be deleted without effecting the remaining provisions of this agreement.
8. I understand that these clauses are contractual in nature and that I sign this document of my own free will.
9. I hereby warrant that I am of lawful age and legally competent to sign this discharge and release form.
10. If the participant is a minor [ie. Under the age of 18] the undersigned parent/guardian warrants that he/she is the minor's parent/legal guardian and understands that by signing the agreement he/she and the minor have assumed all risks and have waived and released certain rights as set out above and that this extends to heirs, next of kin, family, relative, guardians, executors, administrators, trustees and assigns.

Participant's Signature: _____

Dated: _____

Parent/Guardian Signature: _____

Dated _____

Emergency Contact Number: _____

Email:
