

The Cultural Arts Committee Proudly Presents
Action Arts in the Park
SKATEBOARDING COMPETITION



Registration Form

Competitor's Full Legal Name: _____

Date of Birth: ____/____/____ **Age Today:** _____
mm day year

Phone Number: _____ **E-mail:** _____@_____

Physical Address: _____

City: _____ **State:** _____ **Zip Code:** _____

I, _____ (name), wish to participate in the following competition (select ONE division):

- Groms Division** (open to ages 10 and younger on the day of the event)
- Intermediate Division** (open to competitors up to age 14 on the day of the event)
- Advanced Division** (open to competitors up to age 21 on the day of the event)
- Expert Division** (open to competitors of all ages)

Please initial in acknowledgment and agreement next to each statement:

____ I am at least 18 years of age (if not 18 or older, parent/legal guardian initials and signature are **REQUIRED**).

____ I am of Amateur Status.

____ I have read, understand and agree to be bound by Article 2 (Skate Parks) of Chapter II (Use Regulated) of Title 12 (Parks and Recreation) of the Costa Mesa Municipal Code, including but not limited to the requirement that I wear required safety equipment, which includes a helmet, elbow pads and knee pads, and the General Skate Park Rules established by the City, which govern my conduct while participating in the Skateboarding Competition and while using the Skate Park. I understand that these rules are strictly enforced. I understand that if I violate any of these rules, City staff may: prevent me from participating in the Skateboarding Competition, remove and/or disqualify me from the Competition, and/or remove me from the Skate Park.

By signing below, I acknowledge and agree to all competition guidelines and requirements, as well as agree to all terms of the Agreement, Waiver and Release of Liability set forth on the back of this application.

Competitor's Full Legal Name: _____

Signature: _____

Date: _____

If Competitor is under the age of 18, please complete the following:

Parent/Legal Guardian Name: _____

Relationship to Competitor: _____

Date: _____

Parent/Legal Guardian Signature: _____

AGREEMENT, WAIVER AND RELEASE OF LIABILITY

THIS AGREEMENT, WAIVER AND RELEASE OF LIABILITY CONSTITUTES AN EXPRESS CONTRACTUAL ASSUMPTION OF ALL RISKS, WAIVER AND RELEASE FROM ALL LIABILITY, AND INDEMNITY FOR ALL CLAIMS.

1. In consideration for my or my child’s participation in the City of Costa Mesa Action Arts in the Park Skateboarding Competition and use of the Volcom Skate Park, I, on behalf of myself or my child (collectively, “I,” “me,” “my,” or “myself”), hereby execute this Agreement, Waiver and Release of Liability (“Agreement”).
2. **ACTIVITY AND ASSOCIATED RISKS.** I understand that skateboarding is an inherently dangerous sport and activity. I choose to voluntarily participate at my own risk in the Skateboarding Competition (“Event”). I am aware that the usual risks, hazards and dangers of skateboarding include personal injury, death, disability and property damage or loss (collectively, “Injuries”), and that these risks necessarily increase when using ramps, curbs, steps, half pipes, inclines or declines, bowls and/or other devices, such as those that exist at the Volcom Skate Park located in the City of Costa Mesa (“Park”). I know that the risks, hazards and dangers include, but are not limited to, uncontrollable skateboards, falling, jumping, landing, performing tricks, and colliding with other users, staff, media personnel and spectators. I also understand that these risks, hazards and dangers 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. All of the aforementioned activities are collectively referred to throughout this Agreement as “Hazardous Activities”. I understand and agree that I am voluntarily assuming all risks of participating in the Hazardous Activities at the Park and at the Event. I further acknowledge and agree that the City of Costa Mesa is immune from liability under California Government Code section 831.7, as skateboarding is a hazardous recreational activity.
3. **ASSUMPTION OF RISK; WAIVER AND RELEASE OF LIABILITY.** By this Agreement, it is my intention to relieve the City of Costa Mesa, its elected officials, officers, agents, employees and volunteers of any duty to me and I do assume the entire risk of any Injuries that might occur during or as a result of my participation in the Event or my use of, or presence at, the Park. To the fullest extent of the law, I, intending to be legally bound for myself and my heirs, personal representatives, next of kin, and anyone who might make a claim on my behalf, hereby forever waive, release and discharge the City of Costa Mesa, its elected officials, officers, agents, employees and volunteers from any and all claims for damages and/or liability, whether caused by any active or passive negligent act or omission of the City of Costa Mesa, its elected officials, officers, agents, employees and volunteers, or otherwise related to my participation in the Event or use of, or presence at, the Park, and promise not to sue the City for any damages I incur in connection with the Event or my use of, or presence at, the Park. This release and waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown.
4. **DEFENSE AND INDEMNITY.** To the fullest extent of the law, I hereby agree to defend, indemnify and hold harmless the City of Costa Mesa, its elected officials, officers, agents, employees and volunteers from any and all liability, claims, demands, causes of action, charges, losses, damages, expenses, and attorneys’ fees resulting in any way from my use of, or presence at or near the Park and/or my participation in any activity at the Park, including but not limited to the Hazardous Activities and my participation in the Event.
5. **COMPLIANCE WITH ALL RULES.** While participating in the Event and while present at the Park, I agree to obey all applicable rules and regulations, including but not limited to Article 2 (Skate Parks) of Chapter II (Use Regulated) of Title 12 (Parks and Recreation) of the Costa Mesa Municipal Code, including but not limited to the requirement that I wear required safety equipment, which includes a helmet, elbow pads and knee pads, and the General Skate Park Rules established by the City.
6. **PHOTO/VIDEO RELEASE.** I grant the City permission to use my picture or likeness in the City’s general publicity and skate park materials, or for any other reason or purpose.
7. **MEDICAL RELEASE.** I authorize the City to provide or cause to be provided such medical treatment to me as may be necessary or appropriate if any injury occurs while I am at the Park or participating in the Event.
8. **MISCELLANEOUS.** I acknowledge and agree that this Agreement is binding upon my heirs, assigns and legal representatives. I agree that this Agreement is intended to be as broad and inclusive as is permitted by California law. I further agree that this Agreement is severable and that if any clause is found invalid, the balance of the Agreement will remain in effect, valid, and enforceable.

I AM AWARE THAT BY SIGNING THIS AGREEMENT, WAIVER AND RELEASE OF LIABILITY, I AM, AMONG OTHER THINGS, EXPRESSLY AGREEING TO ASSUME ANY AND ALL RISK OF INJURY OR DEATH, FULLY RELEASING THE CITY OF COSTA MESA FROM ANY AND ALL LIABILITY, AND GIVING UP THE RIGHT TO SUE THE CITY OF COSTA MESA, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS IN CONNECTION WITH MY PARTICIPATION IN THE EVENT AND USE OF THE PARK. I have carefully read this Agreement, Waiver and Release of Liability, know and understand its contents, agree to be bound by its terms, and I execute it freely, intelligently and without duress of any kind.

Participant’s Full Legal Name: _____ **DOB/Age:** _____ **Signature:** _____ **Date:** _____

If Participant is under the age of 18, a parent or legal guardian must read and sign this Agreement, agreeing to be bound by its terms and verifying that he/she is the parent and/or legal guardian of the minor and that the minor is in good health.

Parent/Legal Guardian Name: _____ **Signature:** _____ **Date:** _____

THIS IS A RELEASE OF LIABILITY – DO NOT SIGN UNLESS YOU AGREE TO BE BOUND BY ITS TERMS