

Date: _____ Amount: _____ Cash: _____ Charge: Am Exp _____
MC/Visa _____
Dis. _____

AGREEMENT TO RELEASE AND INDEMNIFY

PLEASE READ THIS CAREFULLY AS IT TERMINATES CERTAIN RIGHTS YOU MAY HAVE.

I, the participant and/or, the undersigned. In consideration of receiving permission from **THE SUCHOSKI PARTNERS, A PENNSYLVANIA GENERAL PARTNER, AND WYOMING VALLEY SPORTS DOME, LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY** (hereafter referred to as **OPERATOR**) to participate in aggressive skating, skateboarding, scooters, and/or BMX bicycling and for other valuable consideration release **THE SUCHOSKI PARTNERS, A PENNSYLVANIA GENERAL PARTNER, AND WYOMING VALLEY SPORTS DOME, LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY**, its agents, partners, members, lessors, lessees, servants, employees, successors and/or assigns, of and from any and all liability, claims, demands, actions and causes of action whatsoever, arising out of or related to any loss, damage or injury, including death, that may be sustained by the undersigned, or any property owned or used by the undersigned, while in, on or upon property owned, used, controlled, supervised or managed by **OPERATOR**, or while conducting any activity, performing any act or engaging in any conduct associated or connected with aggressive skating, i.e., in-line skating, skateboarding, scooters, and/or BMX bicycling at Wyoming Valley Sports Dome's facility located at 131 Bear Creek Boulevard, Wilkes-Barre, Pennsylvania (the "Sports Dome").

Being duly aware of the risks and hazards inherent in aggressive skating, skateboarding, scooters, and/or BMX bicycling and with the knowledge that aggressive skating will expose me to above normal risks, the undersigned hereby elects voluntarily to engage in aggressive skating, skateboarding, scooters, and/or BMX bicycling knowing the same to be hazardous and dangerous. The undersigned hereby voluntarily assumes all risks of loss, damage or injury, including death, that may be sustained by the undersigned, or any property owned or used by the undersigned, while in, on or upon property owned, used, controlled, supervised or managed by **OPERATOR**, or while conducting any activity, performing any act or engaging in any conduct associated or connected with aggressive skating.

In acknowledging the risks inherent in aggressive skating and voluntarily participating in aggressive skating, the undersigned agrees that the undersigned assumes those inherent risks. I further acknowledge and understand that these risks include but are not limited to the following:

- (1) serious head or body injuries due to falls or collision;
- (2) collisions with other skaters, cyclists or others
- (3) collisions with fixtures, equipment or machinery in the Sports Dome or with the walls of the Sports Dome; and
- (4) death due to a serious injury sustained in a collision or fall.
- (5) I understand that the use of helmets, knee and elbow pads and wrist guards are required for my safety and

that the equipment must be worn at all times while skating, skateboarding, scooters, and/or BMX bicycling. I expressly accept the responsibility to request a helmet for myself or any minor children in my charge. I further acknowledge that aggressive skating, skateboarding, scooters, and/or BMX bicycling without a helmet, knee and elbow pads and wrist guards shall be interpreted as an intentional and willful rejection of the use of this safety equipment by me and any minor children in my charge. Accordingly, I agree to be held completely responsible should any subsequent injuries or losses result to me or any minor children in my charge as a result of my decision to reject or remove safety equipment.

As part of the consideration herein provided, the participant and/or undersigned acknowledges and agrees that he/she shall be responsible and liable to **OPERATOR**, for indemnify **OPERATOR**, against and hold **OPERATOR** harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which arise out of or are connected with, or are claimed to arise out of or be connected with, any aggressive skating, skateboarding, scooters, and/or BMX biking activities performed, conducted or engaged in by the undersigned, or which arise out of or are connected with or are claimed to arise out of or be connected with any accident or occurrence which happens or is alleged to have happened, in or about the place where such aggressive skating is being performed or in the vicinity thereof, including without limiting the generality of the foregoing, all liability, damages, loss, claims, demands or actions on account of personal injury, death or property loss to **OPERATOR**, its members, partners, employees, agents, subcontractors, customers, students, lessors, lessees, successors, and assigns the undersigned, or to any other persons, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, workers' compensation), contractual, tort or other liability of **OPERATOR**, the undersigned or any other persons, and whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by **OPERATOR**, its members partners, employees, agents, subcontractors, customers students, lessors, lessees, successors, and assigns the undersigned, other or any other person. Without limiting the generality of the foregoing, the liability, damage, loss, claims, demands and actions indemnified against shall include all liability, damage, loss, claims, demands and actions for personal injuries and/or property damage or any other infringement of personal or property rights of any kind.

In signing the foregoing Agreement to Release and Indemnify, the undersigned hereby acknowledges and represents:

- (a) that the participant and/or undersigned has read the foregoing Agreement to Release and Indemnify, understands it, and signs it voluntarily; and
- (b) that the participant and/or undersigned is either over Eighteen (18) years of age and of sound mind or is under Eighteen (18) years of age but is in the charge of a parent or guardian who has read and explained this Agreement to Release and Indemnify to the minor child and is co-signing the Agreement to Release and Indemnify with the minor child.

IN WITNESS WHEREOF and intending to be legally bound hereby, the undersigned has signed this Release and indemnity this _____ day of _____, 2_____.

I HAVE READ THIS AGREEMENT TO RELEASE AND INDEMNIFY BEFORE SIGNING IT. I UNDERSTAND THAT AMONG OTHER THINGS, WHAT THIS TWO PAGE RELEASE MEANS IS THAT IF I GET HURT PARTICIPATING IN AGGRESSIVE SKATING, BMX CYCLING, SCOOTERS, AND/OR SKATEBOARDING AT THE SPORTS DOME, I CANNOT SUE THE **OPERATOR** AND I AGREE TO DEFEND AND INDEMNIFY THE **OPERATOR** FROM LAWSUITS FROM CERTAIN OTHER PEOPLE SUCH AS MY FAMILY, WHO MAY SUE THE **OPERATOR** DOME BECAUSE I HAD BEEN INJURED PARTICIPATING IN AGGRESSIVE SKATING, BMX CYCLING, SCOOTERS AND/OR SKATEBOARDING AT THE SPORTS DOME.

NAME _____

ADDRESS _____

AGE _____

CITY/ZIP _____

PHONE # _____

* If minor children are participants:

_____/_____/_____
Minor Guardian Parent

WITNESS: _____

_____/_____/_____
Minor Guardian Parent

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF LUZERNE

On this, the ____ day of _____, 2_____, before me, a Notary Public, the undersigned officer, personally appeared _____ known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained. IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

NOTARY PUBLIC