

# City of Key West Blake Fernandez Skate Park Rules and Release Consent Form

## Skate Park Rules

Skating is a fun and fast growing recreational sport. There are some inherent risks when participating in skating activities. Accidents and injuries can occur even when using proper safety equipment and supervision. The City of Key West highly recommends that all persons, parents and legal guardians independently research the sport of skating, ramp skating, trick skating and fully understand the rules, equipment used and risks of the sport prior to engaging in skating activities.

- Skate at your OWN RISK.
- All persons under the age of 17 must have a consent form signed by the persons parents or legal guardian on file with the City of Key West Community Services Department to engage in any activities at Blake Fernandez Stake Park. Families and spectators are welcome.
- The City of Key West is not liable for any injury or accident in the park as described in Florida Statute 316.0085. All persons are responsible for all of the following: acting within the limits of their ability and the purpose and design of the equipment used; maintaining control of their person and the equipment used; and refraining from acting in any manner which may cause or contribute to death or injury to themselves or other persons.
- All persons visiting the Blake Fernandez Skate Park must obey all the posted safety rules, no trespassing signs and stay out of any restricted areas.
- The skate park is open to the public from 3:00 PM to 9:00 PM Wednesday, Thursday and Friday and from Noon to 9:00 PM Saturday and Sunday and holidays. No trespassing is allowed. Anyone caught in the park after the park is closed will be prosecuted for trespassing.
- No drugs, alcoholic beverages or glass containers are permitted in the park. No persons under the influence of drugs or alcoholic beverages will be permitted to participate in any skating activities.
- Everyone must wear the “Required” safety gear while skating in Blake Fernandez Stake Park.
- No tagging, painting or marking any of the tricks, buildings, poles, trees, trashcans etc is allowed in the park. All forms of tagging will be considered vandalism.

- No horseplay, fighting or profanity allowed. Always practice good sportsmanship.
- You must take anything you bring to the park home with you or use the trashcans provided at the park. The City of Key West assumes no liability for any personal possessions brought to the park.
- No additional ramps or structures to be placed on pad or equipment.
- No bicycles or motorized vehicles allowed.
- No skating against traffic on ramps and pipes.
- Do not proceed down a ramp until clear of other skaters.
- In case of emergency call 911.

### **Required Safety Equipment**

All persons that wish to skate must use the Required Safety Equipment designed for skating/skateboarding at all times.

- Helmet
- Proper shoes

### **Recommended Safety Equipment**

Although not necessary for use of the Blake Fernandez Skate Park, the following is a list of ***Strongly Recommended*** skate/skateboarding Safety Equipment. This equipment is especially recommended for minors under the age of 17.

- Knee and Elbow Pads
- Wrist Supports
- Gloves

**City of Key West Blake Fernandez Skate Park  
Release and Waiver of Liability, Assumption of Risk,  
And Indemnity Agreement (“Agreement”)**

In consideration of participating in skating/skateboarding activities at the City of Key West Blake Fernandez Skate Park, I represent that I understand the nature of this activity and that I am in good health, and in proper physical condition to participate in such activity. I acknowledge that if I believe the park conditions to be unsafe, I will immediately discontinue participation in the activity and notify the City of Key West Community Services Department of the safety issue.

I fully understand that this activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence’s of the “Releasees” named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the activity.

I hereby release, discharge, and covenant not to hold liable the City of Key West, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, **and** advertisers (**hereinafter “Releasees”**) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the “Releasees” or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost which any may incur as the result of such claim.

I have read the “Blake Fernandez Skate Park Rules” and this “City of Key West Blake Fernandez Skate Park Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement”, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

<hr/> <b>Printed Name of Participant</b>	<hr/> <b>Date</b>
<hr/> <b>Signature of Participant</b>	( ) _____ - _____ <b>Phone #</b>
<hr/> <b>Date of Birth</b>	<hr/> <b>Age</b>
<hr/> <b>Street Address</b>	<hr/> <b>City</b>
<hr/> <b>State</b>	<hr/> <b>Zip</b>

**Parental Consent**

AND I, the minor's parent and/or legal guardian, understand the nature of skating/skateboarding and the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. **Further, I have reviewed and approved the attached Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (hereinafter "Release")**. I hereby release, discharge, covenant and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees **on the Release** from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescuer operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasees may incur as the result of any such claim. I also, understand that I am financially responsible for any rental, lost or stolen equipment that the above participant rents or borrows from the City of Key West or any authorized vendors.

\_\_\_\_\_  
**Printed Name of Parent/Guardian**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Parent/Guardian**

(\_\_\_\_)\_\_\_\_\_-\_\_\_\_\_  
**Emergency Phone #**