

**Canyon Gate at Cinco Ranch Homeowners Association  
Liability Waiver**

(This document affects your legal rights. You must read and understand it before initialing and signing it.)

Participant's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: M F

If Under 18, Name of Guardian: \_\_\_\_\_ Today's Date: \_\_\_\_\_

**If under 18 Parent must sign in front of skate park attendant or form must be notarized.)**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: TX Zip: \_\_\_\_\_ EMAIL: \_\_\_\_\_

Emergency Name: \_\_\_\_\_ Emergency Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Participation: **Circle All That Apply** Skateboard In-line Skating Roller Blading

I, the above named person being eighteen or older in age, or the legal guardian of the above named person who is under 18, in consideration of the services provided by CANYON GATE AT CINCO RANCH/CCB PROPERTY MANAGEMENT, and the right to engage in this activity as a participant and/or volunteer, hereby acknowledge, agree, promise and covenant with CANYON GATE AT CINCO RANCH/CCB PROPERTY MANAGEMENT, its agents, employees, members, managers, officers, directors and shareholders on behalf of myself, my heirs, assigns, personal representatives and estate as follows:

**ACKNOWLEDGEMENT OF RISKS:**

**I UNDERSTAND AND ACKNOWLEDGE that the activity I am about to voluntarily engage in as a participant and/or volunteer and/or spectator bears certain known and unanticipated risks which could result in INJURY, DEATH, ILLNESS OR DISEASE, PHYSICAL OR MENTAL, OR DAMAGE to myself, to my property or to spectators or other individuals. These risks include but are in no way limited to the following:**

- 1) The risks which are inherent in the activities of skating, skateboarding, roller blading including, but not limited to falling, coming in contact with ramps, walls, flying boards, other equipment or persons;
- 2) The acts or omissions or negligence in any degree of CANYON GATE AT CINCO RANCH/CCB PROPERTY MANAGEMENT or any respective shareholders, directors, officers, partners, members, managers, agents or employees (collectively the "Released Parties").
- 3) Latent or apparent defects or conditions in equipment or property supplied by CANYON GATE AT CINCO RANCH/CCB PROPERTY MANAGEMENT, or other persons or entities.
- 4) The condition of any track or ramp and accidents connected with their use.
- 5) My own physical condition or my own acts or omissions.

I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive, and the other risks, known or unknown, identified, or unidentified, anticipated or unanticipated may also result in injury, death, illness, disease or damage to myself or to my property or to spectators or other third parties.

**ACCEPTANCE OF RISK AND RESPONSIBILITY:**

I VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES AND RISK FOR INJURY, DEATH, ILLNESS OR DISEASE to myself or to my property arising from my participation in this activity. My participation in this activity is purely voluntary; no one is forcing me to participate in spite of the risks.

**RELEASE:**

I VOLUNTARILY RELEASE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE ANY OF THE RELEASED PARTIES, from or for any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including, but not specifically limited to any and all negligence, fault or strict liability of any of the Released Parties for any and all injury, death, illness or disease, and damage to myself or to my property.

I FURTHER, AGREE, PROMISE AND COVENANT TO HOLD HARMLESS AND TO INDEMNIFY EACH OF THE RELEASED PARTIES from all defense costs, including attorney's fees, or from any other costs incurred in connection with claims for bodily injury or property damage which I may negligently or intentionally cause to spectators or other third parties in the course of my participation in this activity. I FURTHER AGREE, PROMISE AND COVENANT TO PAY ALL AND ANY LEGAL FEES, JUDGEMENTS AND COURT COSTS ON BEHALF OF CANYON GATE AT CINCO RANCH/CCB PROPERTY MANAGEMENT should I sue anyone or all of them. I FURTHER AGREE, PROMISE AND COVENANT NOT TO USE, assert or otherwise maintain any claim against ANY OF THE RELEASED PARTIES, for any injury, death, illness and disease, or damage to myself or to my property, arising from or connected with my participation in this activity or from any claims asserted against me by spectators or other third parties. I FURTHER WILLFULLY AGREE TO WAIVE MY RIGHT TO HAVE A TRIAL BY JURY in the event that I would choose to sue any of the parties within this document.

IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR DIES, OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THIS ACTIVITY, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST ANY OF THE RELEASED PARTIES EVEN IF ANY OF THE RELEASED PARTIES NEGLIGENTLY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE.

**ACKNOWLEDGEMENT OF EFFECT OF THIS RELEASE AGREEMENT:**

I UNDERSTAND AND AKNOWLEDGE that by initiating and/or signing this document **I have given up certain rights and/or possible claims** which I might otherwise assert or maintain against the Released Parties, including specifically, but not limited to, rights arising from or claims for the acts or omissions, fault, negligence in any degree of any of the Released Parties. I understand and acknowledge that by initiating and/or signing this document, I have assumed responsibility and LEGAL LIABILITY for the claims or other legal demands, including defense costs, which may be asserted by spectators or other third parties against me as a result of my participation in this activity.

**PARTICIPANT INSURANCE BENEFITS AND REPRESENTATION OF PHYSICAL CONDITIONS:**

I UNDERSTAND AND ACKNOWLEDGE that no major medical insurance benefits will be provided to me during this activity. I certify that I have sufficient health, accident, and personal liability insurance to cover any bodily injury, property damage or disablement I may incur while participating in this activity, and to cover bodily injury or property damage caused to a third party as a result of my participation in this activity. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability. I FURTHER ACKNOWLEDGE that the undersigned is in good physical and mental health, and not suffering from any condition, disease or disablement, which would or could potentially affect participation in this activity.

**IF MEDICAL ATTENTION IS REQUIRED**

Do you or the participant have any known allergies to medicines? Y I N list: \_\_\_\_\_

**RULES AND REGULATIONS:**

All safety equipment should be worn at all times. HELMETS ARE REQUIRED for all persons, knee pads and elbow pads must be worn by all persons under age 16, NO EXCEPTIONS. Anyone skating or biking the vert ramp must wear knee pads, elbow pads and helmets. Rules include but are in no way limited to the following:

- Skate at your own risk**
- Skate Park is for Residents Only**
- All Guests must be accompanied by a resident and sign a release form**
- Take turns, respect your fellow skaters, and be nice**
- No drugs or alcohol**
- No profanity**
- No graffiti**
- No skateboarding, inline skating or biking in the parking lot**
- No weapons**

- Safety Equipment must be worn**
- Knee Pads and Elbow Pads are mandatory for ages under 12**
- No smoking inside skate park**
- No food, chewing gum or beverages on skate areas**
- No fighting**
- Helmets are mandatory for all ages**
- Not responsible for lost or stolen items**
- No scooters or heeleys**
- No pets**

**PARK OPENS 7:00 AM and CLOSES AT DARK – NO NIGHT SKATING**

**CAMERAS IN USE – VIOLATORS OF RULES AND REGULATIONS WILL BE RESTRICTED FROM PARTICIPATION IN SKATEPARK ACTIVITIES**  
**CONTINUED VIOLATIONS WILL RESULT IN THE REMOVAL OF SKATEPARK FROM THE COMMUNITY**

I understand and acknowledge that the above list is not complete or exhaustive, and that other rules may apply. I Further Agree That CANYON GATE AT CINCO RANCH/CCB PROPERTY MANAGEMENT has the right to deny myself access to CANYON GATE AT CINCO RANCH SKATEPARK and have myself removed if necessary if I violate or if CANYON GATE AT CINCO RANCH/CCB PROPERTY MANAGEMENT believes I have violated any of the above rules.

**ENTIRE AGREEMENT:**

I understand that this is the entire agreement between the undersigned and CANYON GATE AT CINCO RANCH/CCB PROPERTY MANAGEMENT, that it is for the benefit of all Released Parties, and that it can not be modified, or changed in any way by the representations, or statements of CANYON GATE AT CINCO RANCH/CCB PROPERTY MANAGEMENT, or any employee, or agent of CANYON GATE AT CINCO RANCH/CCB PROPERTY MANAGEMENT, or any of the Released Parties or by the undersigned. My signature below indicates that I have read this entire document, understand it completely, and agree to be bound by its terms.

SIGNATURE OF PARTICIPANT \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF PARENT OR GUARDIAN \_\_\_\_\_ DATE \_\_\_\_\_

(If under 18 Parent must sign in front of skate park attendant or form must be notarized.)