

EXPRESS WAIVER AND RELEASE OF LIABILITY AGREEMENT

(For Participation at Golden Gate Skateland, Inc.)

This Waiver and Release of Liability ("Agreement") is entered into by the undersigned participant (or parent/legal guardian if the participant is a minor) in favor of Golden Gate Skateland, Inc., its owners, officers, employees, agents, contractors, insurers, affiliates, successors, and assigns (collectively referred to as "the Released Parties").

1. **Acknowledgment of Risk:** I understand and acknowledge that skating (including but not limited to roller skating, inline skating, or participating in any rink-sponsored activity) involves inherent risks, including but not limited to falls, collisions with other participants or objects, equipment failure, and injuries resulting from surface conditions or my own acts or omissions. I understand that these risks can result in serious injury, disability, or death, and I voluntarily assume all such risks.
2. **Release and Waiver:** In consideration of being permitted to enter and use the facilities at Golden Gate Skateland, Inc., and participate in its activities, I hereby fully and forever release, waive, discharge, and covenant not to sue the Released Parties from any and all claims, demands, actions, causes of action, liabilities, damages, costs, and expenses (including attorneys' fees) arising out of or relating to any injury, loss, or damage to person or property that may be sustained by me or my minor child(ren), whether caused by the negligence of the Released Parties or otherwise.
3. **Term of Release:** This Waiver and Release is valid for twelve (12) months from the date of participant's (or guardian's) signature. If the participant engages in any activity at Golden Gate Skateland, Inc. after that 12-month period, a new, signed waiver will be required.
4. **Indemnification:** I agree to indemnify and hold harmless the Released Parties from and against any and all claims, causes of action, damages, judgments, costs or expenses (including attorney fees) arising out of or related to my participation or that of my minor child(ren) in activities at Golden Gate Skateland, Inc., including claims brought by other individuals or entities.
5. **Fitness to Participate:** I certify that I and/or my minor child(ren) are in good physical condition and able to safely participate in skating activities. I assume full responsibility for determining my and/or my minor child(ren)'s physical fitness and health prior to participation.
6. **Consent for Emergency Medical Treatment:** In the event of an emergency, I authorize the Released Parties to obtain or provide medical treatment for me and/or my minor child(ren), at my expense, and I release them from any liability arising from such treatment.
7. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
8. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi. I agree that any legal action arising from this Agreement shall be brought in a court of competent jurisdiction in Mississippi.
9. **Parental Consent and Indemnification (for Minor Participants):** I am the parent or legal guardian of the minor participant named below. I have the legal authority to enter into this Agreement on behalf of said minor. I have read and fully understand the terms of this Agreement and agree to be bound by them. I knowingly and voluntarily: (a) Consent to the minor's participation in all skating activities at Golden Gate Skateland, Inc.; (b) Acknowledge and assume all risks associated with the minor's participation; (c) Release and waive all claims on behalf of the minor and myself, as provided in this Agreement; (d) Agree to indemnify and hold harmless the Released Parties from any claims, demands, damages, liabilities, or costs (including attorneys' fees) arising from or related to the minor's participation, including any claims brought by or on behalf of the minor at any time.

This Agreement represents the entire understanding between the parties and supersedes all prior discussions or agreements, whether written or oral. I understand that this release applies to any claims of negligence and extends to any injuries or damages occurring at Golden Gate Skateland, Inc., whether foreseeable or not. By signing below, I affirm that I have read this Agreement, fully understand its terms, and voluntarily sign it, intending to be legally bound. I understand that I am giving up substantial legal rights, including the right to sue the Released Parties.

Participant's Name: _____

Signature of Participant (Parent/Guardian): _____

Date: _____