

ON THE BORDER, BY THE SEA

2009 Caster Board Competition Rules and Entry Form

- Good sportsmanship is required
- No profane t-shirts or apparel
- No vulgar language or behavior
- Children under 12 must be accompanied by an adult
- Waivers must be signed to participate
- Participants may only ride a caster board i.e. Wave, Ripstik TimberWolf Xtrem etc...
- No music devices other than personal MP3's IPOD's ect...
- Helmets must be worn securely fastened while riding and wrist, elbow and knee pads are strongly recommended
- Outside food and non-alcoholic drink may be brought in but not sold
- No littering, use the trash cans
- No jeering or attempts to distract competitors will be tolerated
- The decisions of event officials and instruction of event staff must be respected

Rider Information

First Name _____ Last Name _____

Nick Name(s) _____

Age _____

Birth date _____

Phone # _____

Email Address _____

Place a check next to the events you wish to enter:

Race

Freestyle/Street Tricks

Bowl Riding

On the Border, By the Sea casterboard Competition
LIABILITY WAIVER AND RELEASE

DIRECTIONS:

Print off waiver/registration form. Fill out all necessary fields. Fax to: (615)535-3008 or scan and e-mail to sw@twxtm.com

Last Name _____ First Name _____

THIS AGREEMENT CONSTITUTES AN EXPRESS CONTRACTUAL ASSUMPTION OF ALL RISKS, WAIVER AND RELEASE FROM ALL LIABILITY FOR ANY NEGLIGENCE AND INDEMNITY FOR ALL THIRD PARTY CLAIMS. PLEASE READ CAREFULLY!

I know that caster boarding is an inherently dangerous sport and activity in which I choose to voluntarily participate at my own risk. I am aware that the usual risks, hazards and dangers of personal injury, death and disability or property damage and loss (collectively, "damages"), necessarily increase when using rails, jumps, boxes, quarter pipes, inclines or declines, or any other structure and device. I know that the risks, hazards and dangers include, but are not limited to, uncontrollable boards, falling, jumping, landing, performing tricks, colliding with other users, 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 above defined activities are collectively referred to throughout this Agreement as "the Hazardous Activities.")

By this agreement, it is my intention to relieve Sugarland LLC, Brownsville Sport Park, the city of Brownsville, Beach Surf Shop, Big Brother Skate Shop, Street Grind Skate Shop and affiliated entities, (hereinafter, "Sponsors") of any duty to me and **I DO ASSUME THE ENTIRE** risk of any of the Damages that might occur during or as a result of caster boarding or participating in the "On the Border, By the Sea Caster Board Competition (hereinafter "the competition"). By this agreement I also intend to **RELEASE, DISCHARGE AND ABSOLVE** Sponsors from any and all liability for any active or passive negligence whatsoever by Sponsors and to **WAIVE AND RELINQUISH** any claim or cause of action against Sponsors for any loss, claim, damage, personal injury, disability, death, medical and any other type of expense or property damage or loss caused by any negligence of Sponsors and promise not to sue or exercise any legal right to seek damages from Sponsors.

In consideration of participating in the competition, I agree as follows:

1. As to my participation in any activity, including, but not limited to, the Hazardous Activities and as to any and all liability for the Damages which I may suffer or incur due to any cause whatsoever, I hereby agree:

- a. To **WAIVE** any and all claims for Damages that I may have against Sponsors, its managers, employees, officers, directors, agents, contractors, volunteers, vendors, or exhibitors or any other person, company or entity in any way associated with it;
- b. To **RELEASE** Sponsors from any and all liability for the Damages that I may suffer or incur, or that my next of kin may suffer as a result of participation in any activity, including but not limited to, Hazardous Activities while participating in the competition.
- c. To **HOLD HARMLESS AND INDEMNIFY** Sponsors from any and all liability for the Damages to any third party resulting from my participation in any activity, including but not limited to, the Hazardous Activities while participating in the competition.
- d. This waiver and release of liability and indemnification agreement (collectively, referred to hereafter as "Waiver and Release") shall be effective and binding upon my heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees and assigns in the event of my injury, disability or death.

2. I hereby grant Sponsors permission to utilize my name, and/or any photographs, videos, and likeness of me in any related advertising or promotional campaigns as Sponsor may deem appropriate from time to time, all without additional compensation to me. This assignment includes the transfer to Sponsors of all right, title and interest in any photographs, videos, and likenesses captured through this program.

3. This Agreement shall be governed by the laws of the State of Texas. I agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the state of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED FURTHER CERTIFIES that he/she has no medical condition that would cause participation in the competition to be potentially hazardous to his or her health.

THE UNDERSIGNED CERTIFY that I [We] am (are) the parent(s) or legal guardian(s) of

_____. I [We] have completely read and understand this Agreement and its terms. Prior to signing this Agreement, I [we] have had the opportunity to ask any questions about this agreement. I [We] am(are) aware that, by signing this Agreement, I [we] **ASSUME ALL RISKS, WAIVE AND RELEASE** all rights against Sponsors, that I and my heirs, next of kin, family, relatives, guardians, executors, administrators, trustees and assigns may have against Sponsors and agree to **INDEMNIFY AND HOLD HARMLESS** Sponsors for any claims related to the competition.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS AGREEMENT, and further agrees that no oral representations, statements, or inducements apart from this Agreement have been made by Sponsors or anyone else with regard to the subject matter of this Agreement.

Participant's Name: _____

Address: _____ City _____ Zip _____

Birth date: ____/____/____ AGE _____ Phone # : _____

Driver's license if applicable#: _____

Participant's signature _____ Date _____

Emergency Contact: _____ Email Address _____

To be filled out if participant is under 18:

Parent [legal guardian] Name: _____

Parent [legal guardian] driver's license # _____

Address _____ City _____ Zip _____

Phone _____ Email Address _____

Parent [legal guardian] signature _____ Date _____