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CITY OF MENIFEE, COMMUNITY SERVICES DEPARTMENT, One Day Waiver and Usage Agreement

CITY OF MENIFEE SKATE PARK ORDINANCE

§ 13.01.100 DESIGNATED SKATEBOARDING AREA RULES.

(A) The following regulations shall apply to any facility, park or other area designated by the city by resolution as a skateboarding area:

(1) No person shall skate, skateboard, or ride a bicycle at times other than established as the hours of operation. The hours of operation shall be established by the City Manager or his/her designee and are to be posted by city. No person shall use or remain in such facility in violation of this section without written consent of the city.

(2) No person shall use the skateboarding areas for uses other than skateboarding, in-line skating, hard wheel scooters, and bicycles.

(3) No person shall use the skateboarding areas unless proper safety equipment including a helmet, elbow pads, and knee pads are worn. All such gear must be functional and protective, properly sized and designed for their intended use at the skateboarding areas.

(4) Every person under the age of 12 must be supervised by an adult.

(5) Session times will be established for skating and biking activities separately. Skateboarding, in-line skating, and hard wheel scooters will be allowed in the skateboarding area at the same time.

(6) No person shall use alcohol or drugs in the skateboarding area.

(7) All persons using the skateboarding area must place trash in cans provided by the city or such persons shall be removed from the designated skateboarding areas.

(8) No person shall cause graffiti or tagging at or near the skateboarding area.

(9) No person shall skate, ride a skateboard, bicycle or other wheeled scooter on the curbs, sidewalks, fences, railings and/or driveways of the city owned area surrounding the skateboarding area.

(10) All persons using facility will adhere to park capacity rules.

(B) Violations and penalties. Violations of any provisions of this section is deemed to be an infraction and is punishable as such according to the provisions of this Code and state law, and as adopted by the City Council through resolution.

(Ord. 2014-146, passed 5-21-2014; Am. Ord. 2019-266, passed 2-20-2019)

I have read and understand the DESIGNATED SKATEBOARDING AREA RULES listed above and agree to abide by them while utilizing the skate park as indicated by my signature below:

Parent/Guardian Signature (if under 18)

Participant Signature

Date



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SKATE PARK CODE OF CONDUCT

The following code of conduct and previous skate park ordinance is not all encompassing and all participants agree to follow the direction of skate park staff. The City of Menifee reserves the right to modify the code of conduct at any time.

- Bullying in any form will not be tolerated including cyberbullying extending to park activities.
- No smoking or vaping is permitted at any time in or around the skate park.
- Failure to bring or wear safety equipment may result in loss of day of privileges, participant may not return until such equipment can be demonstrated.
- All participants must skate safely at all times and avoid collisions with others. Fighting and other disruptive behavior will result in loss of skating privilege.
- Participants must abide by staff instruction at all time.
- Spectators are not permitted inside skate area unless pass has been purchased.
- Trespassing when facility is closed for business may result in citation.
- Skating in parking lot, on sidewalks, curbs, or entrances near the skate park is not permitted.
- City of Menifee is not responsible for any loss of personal property.
- All forms of graffiti, tagging or other means of defacing City property is strictly prohibited. Such activity will result in closure of the facility until it can be cleaned or repaired. Violator may be charged/cited and/or held financially responsible.
- Users shall not produce loud and unreasonable noise, including using amplification equipment or playing a musical instrument, which would impede the hearing capacity of staff.
- Appropriate attire is required at all times, including a t-shirt and close toed shoes. Offensive attire may result in loss of day of privilege.
- Glass bottles are not allowed within the skate park.
- No person or group shall provide instruction, coaching or teaching of skating or skateboarding in the park for any fee or compensation. No person shall pay another person at the park for instruction, coaching or teaching.
- Contests of any sort allowed are not permitted within the park, unless organized by the City.
- Weapons of any sort shall not be permitted within the Skate Park or park premises.
- Profanity and abusive language is prohibited.
- Trash/debris to be disposed of in proper receptacles. Failure to do so could result in loss of privilege.
- Pets are not allowed within the skate park. Pets left outside of the skate park facility must be attended at all times and kept in accordance to park rules.
- Gambling of any kind is not permitted within the skate park.

I have read and understand the SKATE PARK CODE OF CONDUCT listed above and agree to abide by them while utilizing the skate park as indicated by my signature below:

Parent/Guardian Signature (if under 18)

Participant Signature

Date



CITY OF MENIFEE, COMMUNITY SERVICES DEPARTMENT, One Day Waiver and Usage Agreement

CITY OF MENIFEE, Release of Medical, Liability and Assumption of Risk

I, [Parent's Printed Name] on behalf of myself or [Student's Printed Name] my minor,

In consideration for participating in the activity(ies) listed, I hereby waive, release and discharge any and all claims for damages for bodily injury, personal injury, death, or property damage which I may have or which may hereafter accrue as a result of my participation in the activity(ies). This release is intended to discharge, in advance, the City of MENIFEE, its officers, officials, employees, agents, and volunteers from and against any and all liability arising out of, or connected in any way with, my participation in said activity, even though that liability may arise out of negligence on the part of the City of MENIFEE its officers, officials, employees, agents, and volunteers. I understand that the above activity may be of a hazardous nature and/or include physical and/or strenuous exercise or activity; that serious accidents may occur during the above described activity; and that participants in the above described activity may sustain bodily injury, personal injury and/or property damage as a consequence thereof. Those hazards include, but are not limited to, exposure to the elements, sprains, strains, cuts or contusions associated with strenuous work or the use of tools; over exertion; walking on uneven ground, lifting materials or unpredictable acts by others. Knowing the risks involved, nevertheless, I have voluntarily applied to participate in the above described activity and I hereby agree to assume any and all risks of injury or death and to release the City of MENIFEE, its officer, officials, employees, agents, and volunteers, who through negligence or any other act or omission might otherwise be liable to me. I further understand and agree that this waiver, release, and assumption of risks is to be binding to my heirs and assigns. I further agree to indemnify, defend and hold the City of MENIFEE its officers, officials, employees, agents, and volunteers harm-less from any loss, liability, claim, damage, or expense which may incur as a result of my participation in the above described activity.

Photo & Video Taping Release: I hereby give my express and unconditional permission and consent to City of MENIFEE to use videotaped or photographed images of me or said minor or otherwise use the name or my likeness or that of said minor for use in the City's publicity or public relations materials and I will not seek any fee or other form of compensation of any type or amount for such use. I hereby give up any rights that I or said minor may have to inspect or approve my images, name or likeness or that of said minor including any advertising copy, printed matter, website or other media or material in which my images, name or likeness or that of said minor may appear in relation to the City of MENIFEE publicity or public relations materials.

Assumption of Risk and the Waiver of Liability Relating to the Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

While COVID-19 can cause mild symptoms in some individuals, it can lead to severe illness and even death in others. Adults over age 65 and people of any age with serious underlying medical conditions including, but not limited to, HIV, asthma and other respiratory conditions, and pregnancy, may be a higher risk for more serious complications from COVID-19.

The City of MENIFEE has put in place preventative measures to reduce the spread of COVID-19; however, the City cannot guarantee that you or your child (ren) will not become infected with COVID-19. Further, attending the City of MENIFEE community service programs could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the City of MENIFEE Programs and Activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 by attending City of MENIFEE Programs and activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City of MENIFEE employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s participation in this Program. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the City, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the City, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any City program.

Sick Individuals at the Skate park

Any staff or camper exhibiting COVID-19 symptoms will be immediately isolated from the group in a designated area and be required to wear face covering until they can be transported home or to a healthcare facility, as soon as practicable.

Any area that was used or occupied by any sick individual will be closed off and thoroughly cleaned and disinfected. Sick staff members and campers will be advised not to return to camp until they have met CDC criteria to discontinue home isolation, including three days with no fever, symptoms have improved, and 10 days since symptoms first appeared. All parents/guardians will be immediately notified of any positive case of COVID-19 while maintaining confidentiality as required by state and federal law.

If a participant or staff member tests positive for COVID-19 and has exposed others at the camp, the following steps will be implemented:

- In consultation with the local public health department, the appropriate camp official may consider if closure is warranted and length of time based on the risk level within the specific community as determined by the local public health officer.
Given standard guidance for isolation at home for at least 14 days after close contact, the facility or office where the patient was based will typically need to close temporarily as campers or staff isolate. Additional close contacts at camp should also isolate at home.
Additional areas of the camp facility visited by the COVID-19 positive individual may also need to be closed temporarily for cleaning and disinfection.

Registering Parent/Legal Guardian signature

Date

Printed Name of Registering Parent/Legal Guardian

Name of Student (Child)



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Photo & Video Taping Release: I hereby give my express and unconditional permission and consent to City of MENIFEE to use videotaped or photographed images of me or said minor or otherwise use the name or my likeness or that of said minor for use in the City's publicity or public relations materials and I will not seek any fee or other form of compensation of any type or amount for such use I hereby give up any rights that I or said minor may have to inspect or approve my images, name or likeness or that of said minor including any advertising copy, printed matter, website or other media or material in which my images, name or likeness or that of said minor may appear in relation to the City publicity or public relations materials. _____ INITIALS

Release from Liability and Indemnification: In consideration for participating in the skate and skateboard activity(ies) at the Skate Park, I hereby waive, release and discharge any and all claims or damages for bodily injury, personal injury, death, or property damage which I may have or which may hereafter accrue as a result of my participation in the activity(ies). This release is intended to discharge, in advance, the City of MENIFEE, its officers, officials, employees, agents, and volunteers from and against any and all liability arising out of, or connected in any way with, my participation in said activity, even though that liability may arise out of negligence on the part of the City, its officers, officials, employees, agents, and volunteers. I understand that the above activity may be of a hazardous nature which falls within the meaning of "hazardous recreational activity" under Section 831.7 of the Government Code and/or include physical and/or strenuous exercise or activity; that serious accidents may occur during the above described activity; and that participants in the above described activity may sustain bodily injury, personal injury and/or property damage as a consequence thereof. Those hazards include, but are not limited to, exposure to the elements, sprains, strains, cuts or contusions, broken bones, and serious bodily injury, including death; over exertion; walking and/or riding on uneven ground, riding of a skate and/or skateboard which constitutes a stunt, trick, or luge riding, or unpredictable acts by others. Knowing the risks involved, nevertheless, I have voluntarily applied to participate in the skate and skateboard activity(ies) at the Skate Park and I hereby agree to assume any and all risks of injury or death and to release the City of MENIFEE, its officers, officials, employees, agents, and volunteers, who through negligence or any other act or omission might otherwise be liable to me. I further understand and agree that this waiver, release, and assumption of risks is to be binding to my heirs and assigns. I further agree to indemnify, defend and hold the City of MENIFEE, its officers, officials, employees, agents, and volunteers harm-less from any loss, liability, claim, damage, or expense which may incur as a result of my participation in the skate and skateboard activity(ies) at the Skate Park. _____ INITIALS

Refund/transfer Policy: Refunds are not available for annual skate park passes and passes cannot be put under a new participant name in the case of an individual being unable to utilize the pass. Daily admission to the skate park is not guaranteed based on factors such as: maintenance, inclement weather, failure of participant to abide by posted rules, private events or city sponsored events, etc. By purchasing an annual pass, you understand conditions may arise that can keep the skate park closed for extended amounts of time including factors mentioned above.

I have read and understood the above release from liability and indemnification as well as the refund/transfer policy as indicated by my signature below:

Parent/Guardian Signature (if under 18) Participant Signature Date

PARENT OR GUARDIAN MUST SIGN FOR PARTICIPANTS UNDER 18 YEARS OF AGE

Report any damage or misuse of the Skate Park to the City of Meniffee Park Ranger Hotline at (951) 723-3888

For any questions/inquires:

City of Meniffee Community Services Department
 29995 Evans Road, Meniffee CA 92586
 Office: (951) 723-3880 Email: communityservices@cityofmeniffee.us