



BlackSandBox

Liability Waive Form

Please read the terms and conditions of this term.

This disclaimer constitutes a contract between the signatory and the company "Blacksand, Lda." and governs your use of the skatepark called "BlackSandBox".

The company Blacksand, Lda. has its headquarters at Rua de Lisboa, 53-F, in Ponta Delgada.

If you agree to abide by all the terms and conditions set forth below, you should give consent by signing this form.

This form must be completed by the legal guardian if the participant in the activities of the "BlackSandBox" is under 18 years old.

Activities at the skatepark have personal injury or death risks.

The participants of these activities should be aware of their existence, accept these risks and be responsible for their own actions, being strongly recommended the continued use of suitable protections such as a helmet, elbow pads, gloves and knee pads.

Conditions of Use:

- 1-** I want to use the skatepark located at BlackSandBox;
- 2-** I declare that I have full knowledge of the rules, conditions and risks involved in using the skatepark and understand that skateboarding practice can be a dangerous sport.
- 3-** I voluntarily use the skatepark with the knowledge and assuming the risks involved, including, without limitation, the risk of injury, physical or property damage, whether it's the result of negligent or deliberate acts of others.
- 4-** I understand that by entering the skatepark facilities, I'll be using equipment and / or areas where there are dangers, and I am aware of the risks that may result from the use of these facilities.
- 5-** I acknowledge that I am solely responsible for my health and personal safety, and I am aware that accidents or diseases may occur during skating practice and that I can be severely wounded as a result.
- 6-** I agree to respect the rules of BlackSandBox, to respect other users and follow the organization's recommendations for my safety while practicing skateboard. I understand that not respecting these rules may result in my exclusion from the skatepark, through authorized staff decision.
- 7-** In consideration of the permission to use the skate park, I agree to assume all risks and exempt in advance the Blacksand, Lda company, directors, agents, employees and members as well as all affiliated organizations and other individuals and entities, participants or employees, from any liability and waive my rights with respect to any and all claims relating to personal injury or property damage that I may have, or may arise as a result of my use of the skatepark, although such damage can occur without my fault or be the result of negligence or carelessness of third parties or even dangerous or defective equipment owned, held or controlled by the people or entities that are to be exempt.
- 8-** I authorize that my name, voice or image, as well as other personal identifiers can be used by the company Blacksand, Lda for promotional and advertising purposes, directly and through third parties, including the characterization of all of the above promotional materials and the granting of all exploration rights to third parties partners of the company, without any right to compensation and without time limitation.
- 9-** In particular, the rights herein granted to the company include the rights to all uses and exploits worldwide and have to be considered with reference to unlimited duration, content, territory and transmission device. I consent and authorize, in advance, such use and waive any rights of privacy and / or publicity I may have towards them.
- 10-** I understand that by entering and using the skatepark, I agree that my data and personal information that I provide are stored in a database, and that Blacksand, Lda

can use them for purposes related to the skatepark, for statistical purposes, as well as for marketing purposes, including to send me periodic communications containing information about the products and / or services of the company, as well as on promotional initiatives and possible invitations to initiatives.

11- A request to access, update, correct or delete any personal data or provided personal information should be addressed to Blacksand, Lda and sent to the headquarters address provided here, or delivered in writing in the BlackSandBox office. Personal data is processed by the company in accordance with the security provisions, in accordance with the provisions of the applicable laws and regulations in order to prevent loss of data, unlawful or unfair use of data and unauthorized access to data.

I CAREFULLY READ THESE TERMS AND I FULLY UNDERSTAND ITS CONTENTS

- I give consent for the processing of my personal data for statistical and marketing purposes.
- I do not give consent for the processing of my personal data for statistical and marketing purposes.

Signature: _____

Please fill out the form (≥18 years old) in CAPITAL LETTER

Personal Information

FULL NAME:

SEX: M F

DATE OF BIRTH:

ADDRESS:

POST CODE:

CITY:

PHONE:

MOBILE:

E-MAIL:

Particular medical conditions: YES NO
(allergies, regular medication, etc.)

If you answered **YES**, please specify:

If you answered **NO** - **Declaration of Fitness**: I declare that, to the best of my knowledge, I do not suffer from any medical limitation which may promote or become likely to make me suffer or wrap me in an accident that may cause harm to myself or others.

I read the Disclaimer, the Terms of Use and the Declaration of Fitness, which allow I use BlackSandBox.

I assure that I understand the Terms and Conditions and that any instructions given by staff must be respected at all times.

I undertake to inform BlackSandBox of any changes in my health and any medical treatment received.

I confirm that the above information is correct and that if any information is changed I will notify BlackSandBox. Furthermore, I provided a copy of my civil identification card.

Emergency Contact

FULL NAME:

PRIMARY PHONE:

SECONDARY:

Date:

Own Signature (if over 18 years old):

Please fill out the form (<18 years old) in CAPITAL LETTER

Personal Information

FULL NAME:

SEX: M F

DATE OF BIRTH:

ADRESS:

POST CODE:

CITY:

PHONE:

MOBILE:

E-MAIL:

Particular medical conditions: YES NO
(allergies, regular medication, etc.)

If you answered **YES**, please specify:

If you answered **NO** - **Declaration of Fitness**: I declare that, to the best of my knowledge, my child does not suffer from any medical limitation which may promote or become likely to make my child suffer or wrap himself in an accident that may cause harm to my child or others.

The minor named above is allowed to practise skating, if supervised by a BlackSandBox staff member.

I read the Disclaimer, the Terms of Use and the Declaration of Fitness, which allow my child's use of BlackSandBox.

I assure that my child understands the Terms and Conditions and that any instructions given by staff must be respected at all times.

I undertake to inform BlackSandBox of any changes in the health of my child and any medical treatment received.

I confirm that the above information is correct and that if any information is changed I will notify BlackSandBox. Furthermore, I provided a copy of my civil identification card as well as my child's.

Emergency Contact

FULL NAME OF FATHER/MOTHER OR LEGAL RESPONSIBLE:

PRIMARY PHONE:

SECONDARY:

Date:

Signature of father/mother or legal responsible: