

THIS AGREEMENT made in duplicate this                      day of                      ,  
1994.

BETWEEN:

**THE CORPORATION OF THE TOWN OF PELHAM**

Hereinafter called the "Corporation"

– and –

**THE NORTH PELHAM SKATEBOARD ASSOCIATION**

Hereinafter called the "Association"

WHEREAS the Association is an unincorporated Association established to promote and facilitate the safe use of skateboarding;

AND WHEREAS the Corporation is the owner of a multi-purpose court at North Pelham Park suitable for skateboarding operations;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants hereinafter set out, the parties hereby agree as follows:

1.                The Corporation hereby grants to the Association the right to use for the purposes of safe skateboarding, the multi-purpose court at North Pelham Park located in the Town of Pelham, until November 1, 1994. Notwithstanding the aforementioned, this agreement may be terminated immediately, by either party, upon the submission of written notice delivered by the cancelling party to the other. This agreement may be re-negotiated and renewed following this date in order to accommodate this activity for the 1995 season (May 1 to October 30, 1995).
2.                The Association acknowledges and agrees that the only operations which will be allowed on the multi-purpose court are those of safe skateboarding, and that at all times, each and every participant will wear appropriate safety equipment which will include but is not limited to a helmet, knee pads, and elbow pads.
3.                The Association agrees that the regular skateboarding activities shall only be carried on between the hours of 9:00 a.m. and dusk, seven days per week.
4.                The Association further acknowledges that it will be responsible for controlling the behaviour, language and noise level created by the participants and users of the multi-purpose court.

5. The Association shall be responsible for maintaining the cleanliness of the multi-purpose court and immediately adjacent grounds and hereby agrees to clean the area daily and deposit any garbage into the waste receptacles provided.
6. The Association hereby agrees to provide to and maintain with the Corporation an up to date membership list.
7. The Association acknowledges sole responsibility and liability for the operation of any and all skateboarding activities carried on upon Corporation property and hereby agrees to indemnify and hold the Corporation harmless from any claims made with respect to any injuries sustained or property damage occurring as a result of the said skateboarding activities.
8. The Association will endeavour to ensure that all individual members of the said Association carry their own personal insurance policies and have each member and user of the aforementioned facilities sign an acceptable waiver of liability with respect to the Corporation.
9. No physical structures or ramps constructed and/or utilized by the Association for the purpose of safe skateboarding, shall be used without prior inspection and approval by the Staff of the Corporation. These inspections will determine the structural integrity and the safety of the said construction and will not address the technical merits of the design of the ramp.
10. The Association will ensure that no ramp or physical structure remains accessible following the completion of a daily activity session of use of the multi-purpose court.
11. The Association agrees that the Corporation will be allowed periodic inspections by its Staff in order to ensure the continuing safety of the facility. If any of the ramps or structures which are being used by participants in the Association's activities are determined to be unsafe for any reason, they will be immediately removed from the area until the deficiency has been corrected.

**IN WITNESS WHEREOF** the Parties hereto have duly executed these presents.

**SIGNED, SEALED AND DELIVERED**

in the presence of

**NORTH PELHAM SKATEBOARD  
ASSOCIATION**

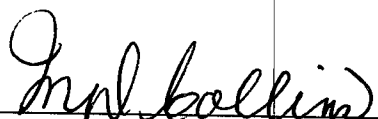
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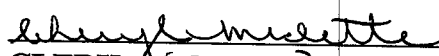
AARON GIOVANNONE

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MIKE TERREBERRY

**THE CORPORATION OF THE  
TOWN OF PELHAM**

  
MAYOR

  
CLERK (DEPUTY)