

# City of West Des Moines, Iowa

## Special Event Participant

### Release of Liability and Assumption of the Risk

IN CONSIDERATION of participating in any way in any of the "Activities" (defined as, but not limited to, competition, physical training, event, sponsored event, etc.) offered, sponsored or allowed by \_\_\_\_\_ (legal name of organization), I hereby agree to release, discharge and indemnify the City of West Des Moines, Iowa, along with the City's officers, employees, agents, and volunteers, and on behalf of myself, my spouse, personal representatives and estate, as follows:

I ACKNOWLEDGE, AGREE AND REPRESENT that I understand the nature of the Activities offered at \_\_\_\_\_ events, and that I am qualified, in good health, and in proper physical condition to participate in any Activity that I see fit, of my own choosing and voluntarily. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity. I CERTIFY THAT I HAVE ADEQUATE INSURANCE TO COVER ANY INJURY OR DAMAGE I may suffer or cause while participating in any of the Activities offered. I agree to bear the costs of such injury or damage to myself. I FURTHER CERTIFY that I am willing to assume the risk of any medical or physical condition I may have. I CERTIFY MY UNDERSTANDING OF THE FOLLOWING:

(a) THE OFFERED ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS");

(b) These Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW OR THE NEGLIGENCE OF THIRD PARTIES; and

(c) There may be other Risks, and social and economic losses, either not known to me or not readily foreseeable at this time.

(d) I further understand and assume the risk that I, or my child, may have contact with individuals which have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies that exist, and it is impossible to eliminate the risk that I could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease, or equipment or facilities that have been handled by such persons. Consequently, there is some risk of infection through such possible exposure(s). I understand and expressly assume said risks.

I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES that I incur as a result of my participation or that of the minor in the Activity. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the City of West Des Moines, Iowa, its officers, employees, agents, and volunteers, and, if applicable, the owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR ANY THIRD PARTIES, INCLUDING NEGLIGENT RESCUE OPERATIONS, AND I FURTHER AGREE that if, despite signing this release, I, or anyone on my behalf, makes a claim against any of the "RELEASEES", I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE "RELEASEES" from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

Additionally, I also give the City of West Des Moines permission to use any picture, video or likeness of me, or a picture, video or likeness of my children, in City marketing materials and on the City website while they are participating in the Activities.

I FULLY UNDERSTAND THE TERMS AS STATED ABOVE. ADDITIONALLY, I UNDERSTAND AND MY SIGNATURE BELOW EVIDENCES MY CONSENT AND UNDERSTANDING THAT I HAVE READ AND UNDERSTOOD THIS DOCUMENT. MY SIGNATURE BELOW EVIDENCES MY UNDERSTANDING THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS RELEASE AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE. MY SIGNATURE BELOW CONFIRMS MY INTENT THAT THIS RELEASE OPERATES AS A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Participant's Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_