



RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT AND PHOTO RELEASE

In consideration of my, or my minor child, being permitted to participate in any way in the above-named Activity/Program ("Activity"), I, the Undersigned, for myself and my minor child, all of my or my minor child's, personal representatives, executors, administrators, heirs, next of kin, successors and assigns, herein referred to as "Releasers", do hereby:

- 1. Acknowledge that this Activity carries with it the potential for serious injury, death and/or property damage, and certify as to my physical fitness and that of my minor child to participate and declare that neither I nor my minor child, have been advised otherwise by a qualified medical professional.
2. Acknowledge, agree, and represent that I and my minor child will, at all times, be aware of the surroundings during the Activity and agree that if I or my minor child consider anything related to this Activity to be unsafe, will immediately advise the Activity officials of such, and if necessary, will leave the area or refuse to participate further in the Activity.
3. Waive, release and discharge, and covenant not to sue, the City of Des Moines, Iowa, it's elected and appointed officials, employees, volunteers, sponsors, partner organizations and agents, including others who give recommendations, directions, or instructions as part of this Activity, hereinafter referred to as "City" from, any and all liability to Releasers, except for my minor child, for any and all loss or damage, and any claim or demands, therefore, on account of injury to the person or property or resulting in my death or that of my minor child, including illness or complications associated with COVID-19 pandemic, or damage to me or my minor child's property arising out of or related to the Activity, including traveling to or from the Activity.
4. Agree to Indemnify and Save and Hold Harmless the City and each of them from any loss, liability, damage, or cost to third parties that they may incur arising out of or related to me or my minor child's participation in this activity.
5. Agree that this Permission form is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. Assume full responsibility for any risk of bodily injury, including illness or complications associated with COVID-19 pandemic, death, or property damage arising out of or related to the Activity.
7. Agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the City, not including gross negligence and willful misconduct, and is intended to be as broad and inclusive as is permitted by law including any governmental immunity afforded the City by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
8. Authorize any medical treatment, including the administration of anesthesia, deemed advisable by any licensed physician to relieve any injuries received or illness contracted by me or my minor child as a participant in this Activity. I hereby agree to pay all costs of any medical treatment or emergency transportation.
9. Authorize and consent to the City, its sponsors, and any news media, and their successors and assigns and those acting under their authority, to take, publish, use in any media, and copyright photographs, videotape or other and audio or visual media, including broadcast in any media, of me or my minor child and agree that such may be used for any lawful purpose without further compensation or approval.

I have read the Permission to Participate, Release and Waiver, Assumption of Risk and Indemnity Agreement and Photo Release, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it voluntarily without assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the fullest extent permitted by law, including all acts of negligence by the City as stated above. I agree that this Agreement and Photo Release will be IN EFFECT for 5 YEARS from the date of my signature, unless otherwise terminated by me in writing delivered to the City.

Participant Name: (Please Print) Age: (If under age 18)

Participant Signature: Date:

Address: City/Zip Phone:

If Participant is a Minor

Parent/Legal Guardian: (Please Print)

Parent/Legal Guardian Signature: Date:

Address: City/Zip Phone: