

RELEASE AND WAIVER OF LIABILITY

The City of Ankeny requires acknowledgement of this agreement to participate during registration for all City programs. Registering for a program electronically will be considered your consent and agreement with this document.

- Parents or others may take audio or video recordings of the participants. The City does not supervise or restrict recording of public activities by third parties. You agree that photos or videos may be used in promotional materials produced by the City to encourage participation in the activity as deemed appropriate by the City of Ankeny.
- You agree to follow all rules of conduct established in conjunction with any activity. Failure to follow the rules will result in your removal from the activity, and you agree that any program fees paid will be kept and not refunded. In the event of a problem while engaged in the activity, notify the activity manager/supervisor.
- In the event of injury, program supervisors shall administer basic first aid and shall summon emergency services via 911. Supervisors are not trained to provide detailed medical care and shall not, without prior agreement, provide medications. All costs of emergency care are the responsibility of the participant/participant's legal guardian(s).

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF ANY PARTICIPATING CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the CITY, its elected officials, officers, employees, volunteers and agents from all liability to the undersigned or such participating children and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating children (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating children) whether caused by the negligence, active or passive, of the CITY or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or using equipment therein or participating in any program affiliated with the CITY.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the CITY, its elected officials, officers, employees, volunteers and agents, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, or otherwise while the undersigned or any participating child is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the CITY. The undersigned understands and agrees that the CITY is not required to provide insurance to cover the undersigned or such participating children in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the CITY.

The undersigned agrees and acknowledges that use of the CITY facilities and services, and participation in the CITY programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, or otherwise while in, about or upon the premises of the CITY and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the CITY.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of

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the State of Iowa and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS AGREEMENT AND I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS.

Signature

Date