



RELEASE OF LIABILITY AND ASSUMPTION OF RISK

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for the City of Hawarden Iowa allowing the undersigned party to enter onto and use the facilities located in Hawarden, Iowa and further identified as _____

("Property") for recreational purposes or otherwise, the undersigned party herein agrees for themselves and all others claiming by or through them, to the following:

I, the undersigned, know and understand that use of the Property and the personal property and equipment associated therewith, related items and the activities in which I will participate involve potentially hazardous or dangerous activities. I fully accept and assume all risks. These include, without limitation, physical injury, mental injury, emotional distress, trauma, disease, sickness, illness, death, contact with other participants, equipment failures, inadequate safety equipment, inadequate inspection, inadequate supervision, unsafe Property, lack of maintenance, the effects of weather including extreme temperature or conditions, traffic, contact or collision with other users or fixed objects and negligence of others. These risks specifically include but are not limited to the risks of exposure to the COVID 19 VIRUS. All risks are known and appreciated by me and I waive all specific notice of the existence of them. I assume and will pay my own medical and emergency expenses in the event of injury, illness or other incapacity regardless of whether I authorized such expenses.

I understand that a situation may arise during my use of the Property and equipment and related events that may be beyond the control of the owners, sponsors, promoters or organizers or may arise from negligence by them or others and accept all risks of participation and/or attendance.

Knowing these facts and in consideration of consent for me to be present on the Property and/or use the Property and equipment, I for myself, spouse, heirs, next of kin, assigns and anyone acting on my behalf, release, waive, discharge, covenant not to sue and agree to hold the City of Hawarden, Iowa, and the officers, directors, employees, representatives, agents, volunteers and successors of all of the above, harmless from any and all claims, demands and actions of any and every kind and I have, may have or may hereafter accrued against the released parties directly or indirectly arising out of or relating in any respect to my attending or participating in the use of the Property and related events or anything related to my presence on the Property. My waiver

and release of all claims, demands, actions and liabilities shall include without limitation, any personal injury, accident, illness or death and any property damage or loss that may be (a) caused by any act, or failure to act, by the above-identified persons and entities, including without limitation, their negligence, failure to enforce rules, and conditions of the activities (THIS SPECIFICALLY INCLUDES BUT IS NOT LIMITED TO CDC GUIDELINES AND SIMILAR GOVERNMENT RULES AND RECOMMENDATIONS) and/or property, and/or (b) sustained by me before, during or after the activities and related events. I acknowledge that I am signing this agreement freely and voluntarily and intend by my signature for this to be a complete and unconditional release of all liability to the greatest extent allowed by law. I further acknowledge that no representations, promises, statements or inducements have been made to other than as set forth in this document. I will abide by all rules and regulations. I further agree to indemnify and hold the parties released above harmless from any and all losses, damages, claims and expenses, including attorneys' fees, arising from or relating in any respect to my attendance on the Property and/or participation in the use of the climbing wall and related events or my breach of this agreement. If I am a minor, my parent or guardian also is signing on my behalf. We both agree to be bound by the terms of this agreement, waiver and release.

I HAVE READ THIS AGREEMENT, WAIVER AND RELEASE, UNDERSTAND IT AND VOLUNTARILY AGREE TO AND ACCEPT ITS TERMS. I UNDERSTAND I AM GIVING UP SUBSTANTIAL RIGHTS.

EACH PARTICIPANT MUST SIGN AN INDIVIDUAL WAIVER.

Dated: _____

Signature: _____

Participant's Name: _____

Participant's Address: _____

IF PARTICIPANT IS A MINOR OR IS UNABLE TO SIGN AND YOU ARE A PARENT, LEGAL GUARDIAN, OR PERSONAL REPRESENTATIVE SIGNING ON BEHALF OF THIS PARTICIPANT, PLEASE SIGN ABOVE AND COMPLETE THE FOLLOWING.

I hereby warrant that I am a parent, legal guardian or personal representative of the above identified minor and I have full authority to execute this Release of Liability on behalf of the minor child.

Print Name

Relationship to Participant

Print Name

Relationship to Participant