

CITY OF DES MOINES, IOWA

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

In consideration of my minor child being permitted to participate in any way in this Program/Activity, I, the parent/guardian, for my minor child, all of 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 Program/Activity may be a major test of a person's physical and mental limits and carries with it the potential for serious injury, death and/or property damage, and certify as to the physical fitness of my minor child to participate and declare that my minor child has not been advised otherwise by a qualified medical professional.
2. Acknowledge, agree, and represent that my minor child will, at all times, be aware of the surroundings during the Program/Activity and agree that if my minor child considers anything related to this Program/Activity to be unsafe, will immediately advise the Program/Activity officials of such, and if necessary, will leave the area or refuse to participate further in the Program/Activity.
3. Waive, release and discharge, and covenant not to sue, the City of Des Moines, Iowa, its elected and appointed officials, employees, volunteers, sponsors, and agents, including others who give recommendations, directions, or instructions as part of this Program/Activity, hereinafter referred to as "City", from any and all liability to Releasers 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 death of my minor child arising out of or related to the Program/Activity, including traveling to or from the Program/Activity.
4. Agree to Indemnify and Save and Hold Harmless the City and each of them from any loss, liability, damage, or cost that they may incur arising out of or related to my minor child's participation in this Program/Activity.
5. Assume full responsibility for any risk of bodily injury, death or property damage arising out of or related to the Program/Activity.
6. Agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends, to all acts of negligence by the City and 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.
7. Authorize any medical treatment, including the administration of anesthesia, deemed advisable by any licensed physician to relieve any injuries received or illness contracted by my minor child as a participant in this Program/Activity.

YOUR SIGNATURE ON THE FRONT OF THIS FORM SHOWS YOUR CONSENT AND AGREEMENT TO THE ABOVE.