

Beat the Bitter, Penn Meadows Park, North Liberty

Waiver of Liability and Assumption of Risk



The City of North Liberty and North Liberty Community Betterment seeks to make certain recreational activities, including the use of its property and facilities available to participants, volunteers, staff and other community members for activities such as the Indomitable Snow Run or Kick Winter in the Snow Ball kickball tournament. As a condition of being permitted to participate in the Activity, you must read and sign the following:

- 1) **Assumption of Risk.** This activity involves inherent risks, including, but not limited to the risks of illness, injury and death from falls, contact with other participants, effects of the weather, including cold and the conditions of the course, obstacles, property, property damage, illness, injury and death. Knowing and understanding these risk, I voluntarily choose to participate in the Activity and assume all risk inherent in the Activity.
- 2) **Acknowledgement of Physical Fitness.** You acknowledge that to the best of your knowledge, you are in sufficiently healthy physical condition to safely participate in the Activity. The City of North Liberty North Liberty Community Betterment encourages all participants to check with their personal physician to determine if it is safe to participate in this activity.
- 3) **Release of Liability.** The City of North Liberty and North Liberty Community Betterment disclaims all liability, on its own behalf and on behalf of its elected and appointed committee members, employees, officials, and volunteers (collectively "releases"), for any damage or loss you suffer as a result of participating in the activity, even if such damage or loss is caused by negligence of the City or North Liberty, North Liberty Community Betterment or Releases. By participating in this activity, you agree to release the City, North Liberty Community Betterment and all releases from all liability and damages resulting from your participation.
- 4) **Indemnification.** The City of North Liberty and North Liberty Community Betterment disclaims all liability, on its own behalf and on the behalf of its elected and appointed officials, employees, committee members, and volunteers (collectively "Indemnities"), for any damage or loss you cause to third parties while participating in this activity. By participating in this activity, you agree to indemnify and hold harmless the City and Indemnities for any such damage or loss. You further agree to reimburse the City and North Liberty Community Betterment for any cost, including without limitation, actual litigation costs and attorney fees the City incurs to defend against any claims made against it by any third party stemming from your participation in this Activity.
- 5) **Insurance.** All participants are encouraged to have medical or hospital insurance to cover costs associated with illness or injury resulting from participating in this Activity. The City of North Liberty or North Liberty Community Betterment does not provide medical or hospitalization insurance, and is not responsible for any costs associated with injury, illness, or death that's results from your participation in this Activity.
- 6) **Compliance with Rules, Regulations, and Agreements.** You agree to follow all rules of this activity posted by the City and North Liberty Community Betterment governing participation in any or all of the recreational activities, including, without limitation, rules that address terms of participation and safety precautions.

Release for Adults

In consideration of being permitted to participate in this event, I declare I am at least 18 years old and I fully understand and voluntarily accept and agree to all of its terms and conditions.

Name: _____ Date of Birth: _____

Signature: _____ Date Signed: _____

Release for Minors

My minor Child _____ has my permission to participate in this Activity. To the maximum extent permitted by law, I, on behalf of myself and my child, assume and take full responsibility for all risks, whether known or unknown, related to my child's participation in this Activity; release the City of North Liberty its elected and appointed officials, employees, committee, and volunteers from all liability and damage that may result from my child's participation in this Activity; agree to indemnify and hold the City harmless against any claims or causes of actions arising from my child's participation in this Activity, including claims or causes of actions asserted by or on behalf of my child.

I have read this release, I understand it, and I agree to its terms.

Parent's Name: _____ Parent's Signature: _____ Date Signed: _____

Child's Name: _____ Child's Date of Birth: _____