

PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION
OF RISK AGREEMENT (the “**Release**”)

Read before Signing

(This paper form will be filed onsite for 3 years, then shredded/burned)



Iowisota, LLC

2472 Highway 26

Lansing, Iowa 52151

Name of Participant: _____

In consideration of being allowed to participate in any way in the program, and related events and activities (collectively, the “**Activity**”) hosted by Iowisota, LLC (the “**Owner**”), I the undersigned, acknowledge and agree that:

1. I’m aware and understand that the Activity is potentially dangerous, and involves the risk of personal or psychological injury, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss. I understand that these risks may result from or be compounded by the actions, omissions, or negligence of the Owner’s employees or others, including negligent emergency response or rescue operations of the Owner. I understand that the Owner cannot guarantee that I will not be injured while on the premises of the Owner or during my participation in the Activity.

2. NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY ACCESSING THE PREMISES OF THE OWNER AND PARTICIPATING IN THE ACTIVITY WITH THE KNOWLEDGE OF THE DANGERS INVOLVED. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (as defined below) or others, and assume full responsibility for my participation.

3. I willingly agree to comply with terms and conditions for participation. I am in good health and proper physical condition and do not have any medical or other conditions that would impair my ability to participate in the Activity. If at any time I believe conditions to be unsafe, observe any unusual significant hazard during my presence or participation, or if I am no longer in proper physical condition to participate in the Activity, I will immediately discontinue further participation in the Activity and bring such to the attention of the nearest official immediately.

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS the Owner, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (the “**Releasees**”), from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY OR DEATH I may suffer, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

5. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs associated with such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Owner and all other Releasees from any claim based on such treatment or other medical services

6. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Owner and me and our respective heirs, successors, and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Iowa without giving effect to any choice or conflict of law provision or rule.

BY SIGNING, I HAVE READ THIS RELEASE, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, INCLUDING THE RIGHT TO SUE THE OWNER, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X_____	_____	Over 18? <u>Yes or No</u>
Participant's Signature	Date	circle yes or no

If under 18, have parent or guardian sign below:

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Parent/Guardian Signature: X_____

Date: _____

Emergency Phone Number(s): _____