

**COLFAX PARK AND RECREATION AUXILIARY BOARD, INC. RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
(READ CAREFULLY BEFORE SIGNING)**

FOR GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, and IN CONSIDERATION for allowing the below named MINOR participant to compete, officiate, observe, work in, and/or participate in any-way ("Participate") in Colfax Park and Recreation Auxiliary Board, Inc. or the City of Colfax, Iowa work or recreational events and/or activities ("EVENT(S)"), EACH OF THE UNDERSIGNED PARENT OR GUARDIAN, jointly and severally, for himself/herself, his/her personal representatives, the MINOR and each of their next of kin agrees that:

1. THE MINOR and PARENT OR GUARDIAN will immediately inspect the EVENT(S) Area upon entering it and warrants that their entry therein and/or the MINOR'S participation in the EVENT(S) constitutes an acknowledgment that they have inspected the EVENT(S) Area and find it safe and reasonably suited for the purpose of its use. The PARENT OR GUARDIAN each represents and agrees that if at any time in the EVENT(S) Area they believe something is unsafe, it will immediately be brought to the attention of a Colfax Park and Recreation Auxiliary Board, Inc. member or a City of Colfax, Iowa employee or elected official and that they will immediately remove themselves and the MINOR from the EVENT(S) Area and will withdraw the MINOR from Participation in the EVENT(S).
2. THE MINOR and PARENT OR GUARDIAN, JOINTLY AND SEVERALLY, HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, PARALYSIS, DISABILITY, DEATH OR PROPERTY DAMAGE due to negligence of the RELEASEES (as identified below) or otherwise, while in or upon the EVENT(S) Area for any purpose and/or related in any way to the MINOR's Participation in the EVENT(S). The MINOR and PARENT OR GUARDIAN acknowledge, recognize and understand that there are risks and dangers associated with Participation in the EVENT(S) and that Participation in the EVENT(S) and/or admission within the EVENT(S) Area could cause severe bodily injury, paralysis, disability and death. Further, the risks and dangers may be caused by the negligent acts or failure to act of the RELEASEES and others. All of the risks and dangers associated with participating in the EVENT(S) and/or entry into the EVENT(S) Area are assumed notwithstanding.
3. THE MINOR and PARENT OR GUARDIAN, JOINTLY AND SEVERALLY, release, waive, discharge and covenant not to sue the Colfax Park and Recreation Auxiliary Board, Inc. or the City of Colfax, Iowa, the EVENT(S) promoters, sponsor's, players, officials, coaches, participants, associations, sanctioning organizations, (or any affiliates thereof), advertisers, all persons in the EVENT(S) areas; the owners, lessees and lessors of the premises used to conduct the EVENT(S); and all other persons and entities, and for each of them, their members, officers, agents, and employees (all for the purpose herein referred to as "RELEASEES"), from any and all liability and damages, on any legal theory, to the PARENT OR GUARDIAN and/or the MINOR, this includes but is not limited to any and all liability for any and all claims, demands, losses or damages to the MINOR and/or the PARENT OR GUARDIAN, on account of any injury including, but not limited to, the death or injury of the PARENT OR GUARDIAN and/or MINOR or damage to property of the PARENT OR GUARDIAN and/or MINOR, any or all of which is caused or alleged to be caused, in whole or in part, by the acts, omissions, or negligence of the RELEASEES or otherwise.
4. THE MINOR and PARENT OR GUARDIAN, JOINTLY AND SEVERALLY, hereby agrees to indemnify, defend, save and hold harmless the RELEASEES and each of them from loss, liability, damage, or cost they may incur, including attorney fees, expert witness fees and legal costs, as a result of, related to, or on account of any injury or death of the PARENT OR GUARDIAN and/or the MINOR and/or damage to property of the PARENT OR GUARDIAN and/or the MINOR, as a result of or related to the presence of the PARENT OR GUARDIAN and/or the MINOR in the EVENT(S) Area, and/or as a result of or related to the MINOR'S participation in the EVENT(S), whether caused or alleged to be caused, in whole or in part, by the acts, omissions, or negligence of the RELEASEES or otherwise. The PARENT OR GUARDIAN further specifically recognize, represent, acknowledge and warrant that they have the authority to execute this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT ("RELEASE") on behalf of and for himself/herself, his/her personal representatives, the MINOR and each of their next of kin.
5. This RELEASE extends to all acts of negligence by the RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State or Province in which the EVENT(S) are conducted, 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, THE UNDERSIGNED PARENT OR GUARDIAN OF THE MINOR, HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED FREELY AND VOLUNTARILY, INDIVIDUALLY AND ON BEHALF OF THE MINOR, WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY AND FULL INDEMNIFICATION OF THE RELEASEES TO THE GREATEST EXTENT ALLOWED BY LAW.

Minor Participant's Name: _____

Age of Minor: _____

Minor Participant's Father (Guardian 1) Signature
Printed Name of Minor Participant's Father (Guardian 1): _____

Date

Minor Participant's Mother (Guardian 2) Signature
Printed Name of Minor Participant's Mother (Guardian 2): _____

Date

EACH PARENT/GUARDIAN OF THE MINOR PARTICIPANT MUST SIGN THIS FORM