

**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 VOLUNTEER to compete, officiate, observe, work in, and/or participate in any-way ("Participate") in Colfax Park and Recreation Auxiliary Board Inc. or City of Colfax, Iowa work or recreational events and/or activities ("EVENT(S)"), THE UNDERSIGNED VOLUNTEER for himself/herself, his/her personal representatives, and each of their next of kin agrees that:

1. THE VOLUNTEER will immediately inspect the EVENT(S) Area upon entering it and warrants that their entry therein and/or 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 VOLUNTEER 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 from the EVENT(S) Area and will withdraw from Participation in the EVENT(S).

2. THE VOLUNTEER 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 his/her Participation in the EVENT(S). The VOLUNTEER acknowledges, recognizes and understands 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 VOLUNTEER releases, waives, discharges and covenants 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 VOLUNTEER, this includes but is not limited to any and all liability for any and all claims, demands, losses or damages to VOLUNTEER on account of any injury including, but not limited to, the death or injury of the VOLUNTEER or damage to property of the VOLUNTEER, 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 VOLUNTEER 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 VOLUNTEER and/or damage to property of the VOLUNTEER, as a result of or related to the presence of the VOLUNTEER in the EVENT(S) Area, and/or as a result of or related to the VOLUNTEER 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 VOLUNTEER 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, 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 VOLUNTEER, 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, 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.

Volunteer's Name: \_\_\_\_\_

Date: \_\_\_\_\_