

RELEASE OF LIABILITY

READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for the City of Sergeant Bluff, Iowa allowing the undersigned party to participate in summer programming sponsored by the City including the use any City property and facilities for recreational purposes or otherwise, the undersigned party herein agrees for themselves and all others claiming by or through them, to the following:

1. I agree to observe and obey all posted rules and warnings, if any, and further agree to follow any oral instructions or directions given by the City of Sergeant Bluff, Iowa, or any of their representatives, agents or employees.
2. I recognize that there are certain inherent risks associated with participation in summer programming including but not limited to risks of entering and using the City’s facilities and property. I assume full responsibility for any and all personal or bodily injury, illness, including, but not limited to, any illness or complications associated with the COVID-19 pandemic, property damage or theft, to myself and all others claiming by or through me, and further release and discharge the City of Sergeant Bluff, Iowa, or any of their representatives, agents or employee, for injury, illness, loss or damage arising out of the above-described access and use of said facilities located at the Property, whether determined to be caused by the fault of myself and all others claiming by or through me, the City of Sergeant Bluff, Iowa, or any of their representatives, agents, employees or other third parties.
3. I agree to indemnify and defend the City of Sergeant Bluff, Iowa, or any of their representatives, agents or employees against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or all others claiming by or through me, or any other parties’ participation in the above-described access or use of said facilities locates at said Property.
4. Any legal or equitable claim that may arise from participation, access or use in the above shall be resolved under Iowa law.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Dated: _____

Signature: _____

Participant’s Name: _____

Participant’s Address: _____

IF PARTICIPANT IS A MINOR OR IS UNABLE TO SIGN AND YOU ARE A PARENT, LEGAL GUARDIAN, OR PERSONAL REPRESENTATIVE SIGNING ON BEHALF OF THIS PARTICIPANT, PLEASE SIGN ABOVE AND COMPLETE THE FOLLOWING.

Print Name

Relationship to Participant

Summer in the Bluff Participant Agreement RE: COVID-19

*Please print clearly or type and fill in all blanks and sign below. If Participant is 18 years of age or older, only Participant must sign. If Participant is 17 years Old or Younger, Parent or Legal Guardian must sign.

Participant Name (Player, Coach, Official, or Other Participant): _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone #: _____ Age of Participant _____

COVID-19 RELEASE AND INDEMNITY AGREEMENT AND COVENANT NOT TO SUE

In consideration of the above-listed Participant being allowed to participate in City sponsored summer programming, recreation or related activities, the Participant or the parent(s) or legal guardian (if Participant is a Minor), on his or her own behalf and on behalf of any Minor Participant, agree as follows:

1. TO RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the City of Sergeant Bluff, Iowa on whose property, and/or in whose City sponsored activities that Participant engaged in. Such release extends to all of the City's representatives, including elected officials, staff and volunteers, and all others who participate with Participant in such activities (all of whom are collectively referred to as "Releasees") from any and all liability to the Participant (or Participant's personal representatives, assigns, heirs, parents, legal guardians, siblings, children or dependents) on account of injury, illness, disease, quarantine or death from the COVID-19 coronavirus and any complication or related disease or condition, occurring as a result of entering the property of the City and/or participating in activities, or other use of public facilities on the property of the City of Sergeant Bluff, whether such injury, sickness, disease, condition, or death is caused by the negligence or other wrongful conduct of one or more of the Releasees or any other participants, or other individuals present for activities, or whether liability for such injury, sickness, disease, condition, or death is assigned to one or more of the Releasees as a matter of strict liability or any other legal doctrine.
2. TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from any liability, damage or loss (including, but not limited to, attorneys' fees and other defense costs) one or more of them may suffer or incur arising out of or related to the Participant's or any of the undersigned's entry onto the property of the City in connection with any activities, whether such claim is based on one or more of the Releasees' negligence, breach of contract or warranty, strict liability or other legal theory. The undersigned COVENANTS not to sue any Releasee related to injury, disease, loss, quarantine, or illness related to COVID-19.
3. THE PERSON SIGNING BELOW AGREE(S) to comply with all laws and regulations, all directions, health measures and guidelines established by the City relating to COVID-19, understanding that the City may deny entrance to the property (including any facilities present thereon) and the Participant may not be allowed to participate or continue to participate in the summer programming, recreation, or related activity at the election of the City at any time. The undersigned agree(s) that in the event any portion of this document is held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect to the greatest extent possible under applicable law.

I AM THE AGE OF MAJORITY, AM COMPETENT AND HAVE FULL AUTHORITY TO SIGN THIS. I HAVE READ THE ABOVE AND UNDERSTAND ITS TERMS. I SIGN KNOWING ITS EFFECTS.

CAUTION: THIS IS A RELEASE. READ BEFORE SIGNING.

Signature of Participant (If 18 Years Old or Older)

Print Clearly or Type Name of Participant

Signature of Parent (If Participant is 17 Years Old or Younger)

Print Clearly or Type Name of Parent

Signature of Legal Guardian (If Applicable)

Print Clearly or Type Name of Legal Guardian