

PARTICIPANT PERMISSION TO PARTICIPATE, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT AND PHOTO RELEASE



Project/Site (if applicable):

In consideration of me, or my minor child, being permitted to participate in any way in the above-named Activity, I, the Undersigned, for myself and my minor child, all of my or my minor child's, personal representatives, executors, administrators, heirs, next of kin, successors and assigns, herein referred to as "Releasors", do hereby:

- 1. Acknowledge that this Activity carries with it the potential for serious injury, death and/or property damage, and certify as to my physical fitness and that of my minor child to participate and declare that neither I, nor my minor child, have been advised otherwise by a qualified medical professional.
- 2. Acknowledge, agree, and represent that I and my minor child will, at all times, be aware of the surroundings during the Activity and agree that if I or my minor child consider anything related to this Activity to be unsafe, will immediately advise the Activity officials of such, and if necessary, will leave the area or refuse to participate further in the Activity.
- 3. Waive, release and discharge, and covenant not to sue, the Des Moines Public Library, its elected and appointed officials, employees, volunteers, sponsors, partner organizations and agents, including others who give recommendations, directions, or instructions as part of this Activity, hereinafter referred to in this document as "DMPL", from any and all liability to Releasors, except for my minor child, for any and all loss or damage, and any claim or demands therefore, on account of injury to the person or property, or resulting in my death or that of my minor child, including but not limited to illness or damage to me or my minor child's property arising out of or related to the Activity, including traveling to or from the Activity and before, during, and after the Activity.
- 4. Agree to Indemnify and Save and Hold Harmless the DMPL and each of them from any loss, liability, damage, or cost to third parties that they may incur arising out of or related to me or my minor child's participation in this Activity.
- 5. Assume full responsibility for any risk of bodily injury, including but not limited to illness, death or property damage arising out of or related to the Activity.
- 6. Agree that this Permission to Participate, Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement and Photo Release extends **to all acts of negligence by the DMPL, but excluding willful, wanton or reckless conduct**, and is intended to be as broad and inclusive as is permitted by law including any governmental immunity afforded the DMPL by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- 7. Authorize any medical treatment, including the administration of anesthesia, deemed advisable by any licensed physician and/or Emergency Responder (EMT) to relieve any injuries received or illness contracted by me or my minor child as a participant in this Activity. I hereby agree to pay all costs of any medical treatment or emergency transportation.
- 8. Authorize and consent to the DMPL, its sponsors, and any news media, and their successors and assigns and those acting under their authority, to take, publish, use for public display in any media now or hereinafter known and including without limitation on the DMPL's social media accounts, and copyright photographs, videotape or other audio or visual media, including broadcast in any media, of me or my minor child, including but not limited to those that capture me or my minor child's name, voice, and/or image, and agree that such may be used for any lawful purpose without limitation or reservation and without further compensation or approval.

I have read the Permission to Participate, Release and Waiver, Assumption of Risk and Indemnity Agreement and Photo Release, fully understand its terms, understand that I have given up substantial rights of my own and of my minor child by signing it, and sign it voluntarily without assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the fullest extent permitted by law, including all acts of negligence by the DMPL as stated above. I agree that this Permission to Participate, Release and Waiver, Assumption of Risk and Indemnity Agreement and Photo Release will be IN EFFECT for 5 YEARS from the date of my signature and/or electronic submission, unless otherwise terminated by me in writing delivered to the DMPL.

Participant Name _____
Please Print

Participant Signature: _____ Date: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Cell Phone: _____ Participant E-mail: _____

If Participant is a Minor (UNDER AGE 18):

Parent/Legal Guardian Name _____
Please Print

Parent/Legal Guardian Signature: _____ Date: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Cell Phone: _____ Participant E-mail: _____

** For Office Use Only Service Termination Date: _____