



ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

I or my child (collectively, "I," "me," or "my") hereby voluntarily assume all the risks of participating in one or more activities associated with RECToberfest hosted by the City of Council Bluffs at Valley View Park on October 19, 2019. By way of example and not limitation, I assume the following: one or more risks that may arise from the negligence, recklessness, or carelessness on the part of the persons or entities being released herein; one or more risks that may arise from dangerous or defective property owned, maintained, or controlled by the persons or entities being released herein; and one or more risks that may arise from a finding of liability without fault against the persons or entities being released herein.

I acknowledge that this accident waiver and release of liability form will be used by the event holders, sponsors, and organizers of the activity in which I may participate. I further acknowledge that this form will govern my actions and responsibilities at said activity.

I acknowledge that this activity may involve a test of my physical limits and carries with it the potential for injury, death, or property loss. The risks of this activity include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, sponsors, and organizers of the activity.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, or illness during the activity.

I certify as follows: that I am physically fit; that I have sufficiently prepared or trained for participation in this activity; that I have not been advised to not participate by a qualified medical professional; and that there are no health-related reasons or problems which preclude my participation in this activity.

In consideration of my application and the permission to participate in this act, I hereby take the following actions which shall be binding upon my children, legal representatives, heirs, successors, and assigns:

I agree to release from all legal liability and agree never to sue the City of Council Bluffs, its managers, directors, officers, employees, agents, representatives, volunteers, and sponsors (collectively, the "City of Council Bluffs") for damage, injury, or death to me arising from my participation in the activity or use of the facilities for said activity, including my traveling to and from the activity, regardless of cause, including the alleged negligence, recklessness, or carelessness of the City of Council Bluffs. I further agree to defend, indemnify, and hold harmless the City of Council Bluffs from any claims, lawsuits, damages, attorney fees, costs, or judgments arising out of my participation in the activity or use of the facilities

I understand this is a release of liability that is valid forever. I further understand that this release of liability will prevent me or my legal representatives from filing suit or making one or more claims for damages in the event of injury or death from my participation in the activity. If I or my legal representatives file a claim or lawsuit arising out of my participation in the activity or use of the facilities, I agree to defend, indemnify, and hold harmless the City of Council Bluffs for one or more damages, attorney fees, or costs arising out of such claim or lawsuit.

The following shall apply: if any provision of this waiver and release is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded; and if an unenforceable provision is modified or disregarded in accordance with this provision, then the rest of this waiver and release will remain in effect as written.

This waiver and release shall be construed broadly so as to provide a release and waiver to the maximum extent permissible under the law.

This waiver and release is binding upon the undersigned and his or her children, legal representatives, heirs, successors, and assigns.

I certify that I have read this waiver and release and fully understand its contents.

Participant's Signature

Date

Participant's Name
(Please print legibly)

Participant's Age

Parent/Guardian Signature
(If under 18 years old, parent or guardian must also sign.)

Date