



IOWA DEPARTMENT OF NATURAL RESOURCES
WAIVER AND RELEASE OF LIABILITY
(IMPORTANT - READ BEFORE SIGNING!)

In consideration of being allowed to participate in any way in the Iowa Department of Natural Resources athletics/sports program, and related events and activities, the undersigned agrees to the following:

- 1. Prior to participating, I will inspect the facilities and equipment to be used, and if I believe anything is unsafe, I will immediately advise a coach, instructor, supervisor, or other event organizer of such condition(s) and refuse to participate.
2. I acknowledge and fully understand that I will be engaging in activities that involve risk of damage to personal property, serious injury, including permanent disability and death, and severe social and economic losses, any or all of which might result not only from my own actions, inactions or negligence, but from the actions, inactions or negligence of others, the rules of play, the condition of the premises, or any equipment used. Further, there may be other risks not known or not reasonably foreseeable at this time.
3. I assume all the foregoing risks and accept personal responsibility for all expenses, medical or otherwise, following and/or related to any such damages, injury, permanent disability or death.
4. I release, waive, discharge and covenant not to sue the Iowa the Iowa Department of Natural Resources, its instructors, volunteers, directors, agents and employees, other participants, sponsoring agencies, affiliates, sponsors, advertisers, and, if applicable, owners and leasers of premises used to conduct the event, all of which are hereinafter referred to as "releasees", from any and all claims, demands, actions, suits, proceedings, liabilities, damages (including death), losses, judgments and expenses (including reasonable attorney's fees and costs) that I, my heirs and my next of kin may suffer, directly or indirectly, due to, arising out of or in connection with my participation, my conduct (negligent or otherwise), or the conduct of the releasees (negligent or otherwise).
5. This waiver and release may not be modified in any way. If any part of this waiver is determined to be invalid by law, all other parts of this waiver shall remain valid and enforceable.
6. I give my consent to the releasees to provide, through a medical staff of their choice, customary medical/athletic training attention, transportation and emergency services as warranted in the course of my participation in the Iowa Department of Natural Resources athletics/sports program and related events and activities.
7. I grant to the releases permission to reproduce, publish, distribute, or otherwise use in any reasonable manner my name, photograph, likeness and statements in connection with the promotion of the Iowa Department of Natural Resources athletics/sports program and related events and activities, in all media, including, without limitation, the Internet, news articles, advertisements or other electronic or print materials. Participant further covenants not to sue and agrees to waive, release and discharge the releasees from and against any and all claims, demands, actions, suits, proceedings, liabilities, damages, losses, judgments and expenses (including reasonable attorney's fees and costs) arising out of or in connection with the use of #6.
8. I am 18 years old as of the date I sign this waiver and release, or as the parent or legal guardian of the participant, a minor child, I affirm that I have the authority to act on behalf of the participant and, as such, do hereby give my consent for the participant to participate in the Iowa Department of Natural Resources athletics/sports program and related events and activities and be bound to the terms described herein. I declare that that I have read and fully understand this entire waiver and release, and that by signing below I agree that all of the provisions of this waiver and release are equally binding upon me, my representatives, heirs, assigns and next of kin, as they are upon the participant.

I HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT VOLUNTARILY.

Participant's Name: Signature: Date:

Address: City: State: Zip:

Date of Birth: ACA #: Club/Organization:

Must be signed if Participant is under 18 years of age:

Parent / Guardian Name
Parent Signature Date