

# RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in \_\_\_\_\_ [activity] and/or other activities (collectively, "Activities") on Black Hawk County premises, and for other good and valuable consideration, I hereby agree to release, and to discharge from liability arising from negligence, Black Hawk County Conservation, Black Hawk County, and/or their directors, officers, officials, supervisors, employees, agents, volunteers, participants, and all other persons or entities acting for or with them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, insurers, agents, personal representatives and estate, and also agree as follows:

1. I acknowledge that the Activities involve both known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, illness, and/or property damage.
2. I further acknowledge that participation in the Activities includes possible exposure to illness and infectious diseases including, but not limited to, MRSA, influenza, West Nile virus, the novel coronavirus, and COVID-19, the disease caused by the novel coronavirus. As to the novel coronavirus and COVID-19, specifically, I understand that knowledge, guidance, and regulation can and does change frequently, and as such I am familiar with the Centers for Disease Control and Prevention (CDC) guidelines and take responsibility with familiarizing myself with updated guidance as it is issued.
3. I expressly accept and assume all of the risks inherent in the Activities, or that might have been caused by the negligence of the Releasees. My participation in the Activities is purely voluntary, and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, including but not limited to being at greater risk relative to COVID-19, then I will immediately discontinue participation.
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in the Activities or my use of their equipment, facilities, and/or premises, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in these Activities, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
6. In the event that litigation becomes necessary concerning this Agreement or its subject matter, I agree that Iowa law applies and that the Iowa District Court shall have sole jurisdiction over such matters. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT CONCERNING THIS AGREEMENT OR ITS SUBJECT MATTER. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT FOR THE PERMISSION GRANTED BY RELEASEES TO BE ON BLACK HAWK COUNTY PREMISES AND PARTICIPATE IN THE ACTIVITIES.
7. I agree that if any portion of this agreement is found to be void or unenforceable, other portions shall remain in full force and effect.

**By signing this document, I agree that if I am hurt, if I contract illness, or if my property is damaged during my participation in these Activities, then I may be found by a Court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.**

I have had sufficient time to read this entire document, I understand it, and I know that I may consult with legal counsel concerning it. Also, I understand that the Activities might not be made available to me or that the cost to engage in the Activities would be significantly greater if I were to choose not to sign this Agreement, and I agree that the opportunity to participate at the stated cost in return for the execution of this Agreement is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

Signature of Adult Participant \_\_\_\_\_ Print Name \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Date \_\_\_\_\_

## PARENT OR GUARDIAN ADDITIONAL AGREEMENT (Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (PRINT minor's name; PRINT ADDRESS AND PHONE NUMBER ABOVE) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent/Guardian Signature \_\_\_\_\_ Print Name (of Parent/Guardian) \_\_\_\_\_ Date \_\_\_\_\_