

**ASSUMPTION OF LIABILITY, WAIVER AND RELEASE  
FOR PARTICIPATION IN SAND VOLLEYBALL LEAGUE**

IN CONSIDERATION of receiving permission from the City of Denison, Iowa (hereinafter called the City) to participate in activities of the Denison Parks & Rec (hereinafter called the Parks & Rec) and otherwise use the volleyball courts located at the Denison Aquatic Center, in Denison, Iowa, the receipt of such permission being hereby acknowledged, the undersigned adult participant hereby releases and released the City of Denison, its officers, agents and employees, and all other persons, entities and firms, from any and all liability claims, demands, actions and causes of action whatsoever, arising out of or related to any loss, damage or injury, including death, that may be sustained by the participant, or any property of the participant, while in, on, upon or near these premises.

Participant is duly aware of the risks and hazards inherent upon entering said premises and/or in participating in recreational and athletic activities at the subject premises, and hereby voluntarily elects to enter upon said premises and participate in recreational and athletic activities thereon, knowing the present condition of the facilities and knowing that said condition may become hazardous or dangerous, or more dangerous during the time that the participant is on the premises or continues to, from time to time, use the facilities. The participant hereby voluntarily assumes all risk of loss, damage, or injury, including death, that may be sustained by the participant or any of the participant's property, while in, on, near or upon the said premises.

This waiver and release shall be binding upon the participant, their distributees, heirs, next of kin and personal representatives.

In signing the foregoing Assumption of Risk, Release and Waiver each of the undersigned hereby acknowledges and represents:

1. That the participant is a legal adult aged eighteen years or older and is of sound mind.
2. That he/she, or they, have read the foregoing Assumption of Risk, Release and Waiver, and each sign below voluntarily.
3. That he/she, or they, know that by signing this Release, Assumption and Waiver, that he/she, or they, are giving up all rights to recover for any injury, illness, disability, or damage resulting from participant's use of the premises and facilities which he/she, or they, may have had, or may have in the future. **THE UNDERSIGNED HEREBY UNDERSTANDS THAT THIS IS A RELEASE, AND THAT THE UNDERSIGNED ARE HEREBY GIVING UP EVERY RIGHT THEY, SHE OR HE HAS TO RECOVER FOR ANY**

**INJURY, DAMAGE OR DEATH OCCURRING AS A RESULT OF THE USE OF THE FACILITIES.**

4. The participant in consideration of the City of Denison, Iowa, granting the permissions hereinbefore described do hereby expressly stipulate and agree to indemnify and hold forever harmless the City, its officers, agents and employees, its successors and assigns, against loss from any and all claims, demands or actions in law or equity that may hereafter at any time be made or brought by the participant or brought by anyone on behalf of said participant for the purpose of enforcing a claim for damages on account of any injuries received or sustained in consequence of the participant's action on the premises or facilities.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

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Participant (Printed Name)

I certify under penalty or perjury and pursuant to the law of the State of Iowa that the preceding statements are true and correct.

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Date

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Participant (Signature)