



City of Des Moines | Park and Recreation Department | 1551 E. Martin Luther King Jr. Parkway | Des Moines, IA 50317

## VOLUNTEER RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND PHOTO RELEASE

Volunteer Project/Site (if applicable):

In consideration of my being permitted to participate in any way in the above named Volunteer Program, I, the Undersigned, for myself, all of my personal representatives, executors, administrators, heirs, next of kin, successors and assigns, herein referred to as "Releasors", do hereby:

1. Acknowledge that this volunteer service carries with it the potential for serious injury, death and/or property damage, and certify as to my physical fitness to participate and declare that I have not been advised otherwise by a qualified medical professional.
2. Acknowledge, agree, and represent that I will, at all times, be aware of the surroundings during the volunteer service and agree that if I consider anything related to this Activity to be unsafe, I will immediately advise the Activity officials of such, and if necessary, will leave the area or refuse to participate further in the volunteer service.
3. Waive, release and discharge, and covenant not to sue, the City of Des Moines, Iowa, its elected and appointed officials, employees, volunteers, sponsors, and agents, including others who give recommendations, directions, or instructions as part of this volunteer service, hereinafter referred to as "City", from any and all liability to Releasors, for any and all loss or damage, and any claim or demands therefor, on account of injury to the person or property or resulting in my death arising out of or related to the volunteer service, including traveling to or from the volunteer service.
4. Agree to Indemnify and Save and Hold Harmless the City and each of them from any loss, liability, damage, or cost that they may incur arising out of or related to my or my minor child's participation in this volunteer service.
5. Assume full responsibility for any risk of bodily injury, death or property damage arising out of or related to the volunteer service. I agree to comply with all applicable safety rules, including wearing protective clothing, close-toed shoes/boots, safety goggles, gloves, and vest while performing my volunteer activities.
6. Agree that this Release and Waiver of Liability and Assumption of Risk Agreement and Photo Release extends **to all acts of negligence by the City, not including gross negligence and willful misconduct**, and is intended to be as broad and inclusive as is permitted by law including any governmental immunity afforded the City 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 to relieve any injuries received or illness contracted by me as a participant in this volunteer service. I hereby agree to pay all costs of any medical treatment or emergency transportation.
8. Authorize and consent to the City, its sponsors, and any news media, and their successors and assigns and those acting under their authority, to take, publish, use in any media, and copyright photographs, videotape or other and audio or visual media, including broadcast in any media, of me and agree that such may be used for any lawful purpose without further compensation or approval.

**I have read this Release and Waiver and Assumption of Risk Agreement and Photo Release, fully understand its terms, understand that I have given up substantial rights 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 City as stated above. I agree that this Agreement and Photo Release will be IN EFFECT for 5 YEARS from the date of my signature, unless otherwise terminated by me in writing delivered to the City.**

