Team Name: _____

WAIVER AND RELEASE

I have not tested positive for COVID-19, had a fever, cough, difficulty breathing, chills, body ache, sore throat, new loss of taste or smell, or been in contact with anyone with these symptoms (with the exception of medical personnel and first responders), in the last 14 days. I am not currently under a state, county, city or other stay at-home order. I understand that it is my responsibility to protect myself and others from contracting COVID-19 or other infectious diseases while at this event .

In exchange for the City of Indianola, Iowa allowing the undersigned party to enter onto and use the facilities located at _____ ("Property") for recreational purposes or otherwise, the undersigned party herein agrees for themselves and all others claiming by or through them, to the following:

1. I agree to observe and obey all posted rules and warnings, if any, and further agree to follow any oral instructions or directions given by the City of Indianola, Iowa, or any of their representatives, agents or employees.

2. I recognize that there are certain inherent risks associated with entering onto and using the facilities located at the Property and I assume full responsibility for any and all personal or bodily injury, illness, including, but not limited to, any illness or complications associated with the COVID-19 pandemic, property damage or theft, to myself and all others claiming by or through me, and further release and discharge the City of Indianola, Iowa, or any of their representatives, agents or employee, for injury, illness, loss or damage arising out of the above-described access and use of said facilities located at the Property, whether determined to be caused by the fault of myself and all others claiming by or through me, the City of Indianola, Iowa, or any of their representatives, agents, employees or other third parties.

3. I agree to indemnify and defend the City of Indianola, Iowa, or any of their representatives, agents or employees against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or all others claiming by or through me, or any other parties' participation in the above-described access or use of said facilities locates at said Property.

4. Any legal or equitable claim that may arise from participation, access or use in the above shall be resolved under Iowa law.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

IF PARTICIPANT IS A MINOR OR IS UNABLE TO SIGN AND YOU ARE A PARENT, LEGAL GUARDIAN, OR PERSONAL REPRESENTATIVE SIGNING ON BEHALF OF THIS PARTICIPANT, PLEASE SIGN AND COMPLETE THE FOLLOWING.

Dated	Signature	Name	Address	If Minor, Relationship to Participant