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SPORTS PROGRAM RELEASE OF LIABILITY AGREEMENT & ASSUMPTION OF RISK

I, Participant and/or parent or guardian of a Participant (collectively “the Participant”) in the City of Dyersville Baseball, Softball or T-Ball Program, Co-Ed Soccer, Senior Soccer, and swimming lessons (hereinafter “Recreational Programs”) know, understand, and agree that these Recreational Programs involve both known and unknown risks, dangers, and hazards. These risks, dangers, and hazards include, but are not limited to, hazards associated with weather conditions, playing conditions, equipment, and other participants, in addition to the acts of pitching, throwing, fielding, and catching of the ball, the swinging of the bat, running, jumping, stretching, sliding, diving, kicking, dunking, splashing, collisions with other players and with stationary objects, poor skill level or conditioning, horseplay, carelessness, unsportsmanlike conduct, premise defects, inadequate or defective equipment, and inadequate supervision, instruction or officiating, and all other circumstances inherit to indoor, outdoor, and water related Recreational Activities. All of which can cause serious injury or death to the Participant and to other players. It is impossible for the City of Dyersville to guarantee absolute safety.

Further, the Participant acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that Participant may be exposed to or infected by COVID-19 by attending and participating in Recreational Programs and that such exposure or infection may result in personal injury, illness, temporary/permanent disability, and/or death. The risk of becoming exposed to or infected by COVID-19 at or during Recreational Programs or at any City owned or operated fields, properties, or facilities may result or arise from the actions, omissions, or negligence of the City of Dyersville agents, employees, representatives, volunteers, directors, officers, vendors, and suppliers, and the public generally, who regularly use City of Dyersville owned fields, properties, or facilities.

In consideration for being allowed to use the City of Dyersville owned fields, facilities, and premises, and to participate in Recreation Programs, or for the Participant to use City of Dyersville owned fields, facilities, and premises or participate in City Programs, **I HEREBY AGREE TO DEFEND, RELEASE, INDEMNIFY, AND FULLY DISCHARGE the City of Dyersville, its agents, employees, representatives, volunteers, directors, officers, vendors, and suppliers (collectively “RELEASEE”) from any liability, damage, loss, claim, or expense arising out of or resulting from any injury to myself, my Participant child/ward, including, but not limited to, personal injury, disability, illness (including exposure to or contraction of COVID-19 or any other contagious disease, whether respiratory or blood born), or death which is caused by any NEGLIGENT ACT OR OMISSION of any RELEASEE with respect to:** (1) the conditions on or about the field, premises, and facilities; (2) the preparation, organization, coordination, design, layout, location, inspection, maintenance, conditions, and supervision of the Recreational Programs, practices, games, tournaments, and competitions; (3) the operations of the playing fields, including but not limited to grooming, padding and fencing or the non-padding or fencing, and cleanliness; or (4) my participation or the Participant’s participation in Recreational Programs. Further, I agree to visually inspect any field prior to the practice or game in which the Participant will be using.

Aquatics: I specifically recognize and acknowledge that there are certain risks of physical injury existing at aquatic facilities. I voluntarily assume the full risk of any injuries, damages or loss, regardless of severity that the Participant or I may sustain as a result of participating in any activities and programs connected with or associated with use of aquatic facilities. I further acknowledge that lifeguards and other aquatic staff are not

responsible for supervising my activities or the activities of the Participant. I am solely responsible for supervising the Participant and/or assessing whether I and/or the Participant are physically fit and/or adequately skilled for aquatic activities. I agree to supervise any of my children ages 7 and under at all times.

Photo/Video Policy and Warning: Photos and video footage are periodically taken of people in a Recreation program or activity, attending a class or event, or using City facilities or property. By registering for a program or class, participating in an activity, attending an event, or using City facilities or property, you authorize the City to use these photos and video footage for promotional purposes in City publications, advertising, marketing materials, brochures, event flyers, social media, and the City’s website without additional prior notice or permission and without any compensation to you. All photos and videos are property of the City

I accept full responsibility for any personal injury, disability, illness, or death which may result from the Participant’s participation in Recreational Program games or practices, and I hereby **HOLD HARMLESS the RELEASEES** for any injury sustained by the Participant, including personal injury, illness, temporary/permanent disability, and/or death, caused by the negligence of any **RELEASEE** while Participant is participating in the Recreational Programs, practices, games, tournaments, and competitions. **I agree not to bring any action or lawsuit against any RELEASEE for any personal injury, including death, caused by the NEGLIGENT ACT or OMISSION of any RELEASEE.**

PARENT/GUARDIAN AGREEMENT

As parent and/or legal guardian of the above-named minor Participant, I hereby give permission for my minor Participant to participate in Recreational Programs, practices, games, tournaments, and competitions. I have read and understand the above **RELEASE OF LIABILITY AGREEMENT & ASSUMPTION OF RISK** and, on my behalf and on behalf of my minor Participant child/ward Participant, I agree to all terms contained therein. I represent I have full authority to sign on behalf of my child or ward, realizing this Release of Liability Agreement is binding upon my child or ward as well as myself. **I, on behalf of myself and my child or ward, agree not to bring any action or lawsuit against the RELEASEES for any personal injury, disability, illness, or death, sustained by my child or ward, caused by the NEGLIGENT ACT OR OMISSION of any RELEASEE. Further, if such an action or lawsuit is initiated on behalf of myself or my child or ward, I agree to defend (at the option of RELEASEE), indemnify, and hold harmless the RELEASEES for any liability, damage, loss, claim, or expense arising out of or resulting from any injury to my child/ward, including but not limited to personal injury, disability, illness (including exposure to or contraction of COVID-19 or any other contagious disease, whether respiratory or blood born), or death which is caused by any NEGLIGENT ACT OR OMISSION of any RELEASEE.**

As parent and/or legal guardian of the above-named minor, I further give permission for medical treatment to be given to my minor child/ward if I am not available and medical treatment is required.

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS RELEASE OF LIABILITY, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASEES FOR NEGLIGENT ACTS OR OMISSIONS.