

**GREATER BURLINGTON AREA SPORTS FACILITIES
ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM**

This Waiver and Release Form is made as of the date written below by the individual(s) signing this form ("Participant") and provided to "The FunCity Turf", which is owned and operated by the Greater Burlington Area Sports Facilities ("GBASF"), a 501(c)(3) non-profit organization.

In consideration of being permitted to participate in activities at The Turf in Burlington, Iowa, (the "Facility") Participant, on its own behalf and on behalf of the Participant's personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that Participant shall, upon entering the Facility and continuously thereafter, inspect the Facility and further agrees and warrants that, if at any time, Participant observes anything unsafe at the Facility, Participant will immediately advise a GBASF representative of such condition and, if necessary, leave the Facility

2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the following FROM ALL LIABILITY TO THE PARTICIPANT 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 DEATH OF THE PARTICIPANT ARISING OUT OF OR RELATED TO PARTICIPANT'S PRESENCE AT THE FACILITY, USE OF THE FACILITY, AND/OR PARTICIPATION IN ANY ACTIVITY AT THE FACILITY, WHETHER CAUSED BY THE NEGLIGENCE OF THE FOLLOWING RELEASED PARTIES OR OTHERWISE: Greater Burlington Area Sports Facilities (GBASF) and/or its directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers (collectively the "Released Parties");

3. Acknowledges that Participant's presence at the Facility, use of the Facility, or participation in activities at the Facility CAN BE VERY DANGEROUS AND CAN INVOLVE THE RISK OF SERIOUS INJURY, DEATH, AND/OR PROPERTY DAMAGE. Participant further acknowledges that injuries can be compounded or increased by negligent assistance efforts of the Released Parties.

4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE arising out of, or related to, Participant's presence at the Facility, use of the Facility and/or participation in any activity at the Facility, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.

5. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Released Parties and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to Participant's presence at the Facility, use of the Facility, and/or participation in activities at the Facility, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.

6. HEREBY agrees that this Accident Waiver and Release of Liability Form extends to all acts of negligence by the Released Parties, INCLUDING NEGLIGENT ASSISTANCE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State of Iowa 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. HEREBY acknowledges that Participant may be photographed while at the Facility and agrees to allow any photo, video, or film likeness to be used for any legitimate purpose by GBASF and its agents, representatives, and assigns.

I HAVE READ THIS ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Participant's Signature _____	Date _____	Participant's Name _____ (Please print legibly.)	Age _____
Address _____ City _____ State _____ Phone _____			

PARENTAL CONSENT: I am the parent or guardian of the Participant named above, and I understand the nature of the above-referenced activities. I believe the Participant is qualified to participate in activities at the Facility and verify that the Participant has the appropriate experience and capabilities to participate in any activities at the Facility. I hereby sign this Accident Waiver and Release of Liability Form and agree to be bound by its terms both on my own behalf and on behalf of the Participant.

Parent/Guardian Signature _____	Date _____	Printed Name _____	
(If under 18 years old, Parent or Guardian must also sign.)			
Address _____ City _____ State _____ Phone _____			