



## General Waiver

Last Name:	First Name:	Gender: M F
------------	-------------	-------------

Address:	City:	State/Zip:
----------	-------	------------

Birthdate:	Email:	Cell #:
------------	--------	---------

---

### Assumption of Risk – General Waiver of Liability – Indemnification Agreement

The activities at *SportsIowa* include soccer, lacrosse, birthday parties, baseball, softball, dodgeball, tag and any other participation activities. They offer the participant fun, competition, and wholesome recreation. Benefits include getting away from the TV, physical activity, and healthful social interaction. The required physical exertion is suitable for most levels of fitness and skill. While the many benefits of these activities are apparent, **SPORTSIOWA** and its staff regard participant safety as a top priority and feel it is important that the participant (and parent/guardian) understand that there are risks inherent in the activity regardless of the care taken by **SPORTSIOWA**. Some risks that are inherent in the activity and cannot be totally eliminated include tripping, slipping and falling, and collisions. Other inherent risks include, but are not limited to unexpected equipment failure, errors in judgment by **SPORTSIOWA** employee.

**SPORTSIOWA** feels that it is important that the participant (and parent/guardian) understand that three types of injuries can occur. Minor injuries are the most common and include, but are not limited to, muscle soreness, headaches, and bruises. Serious injuries are less common, but do occur occasionally. They include, but are not limited, to broken bones and internal injuries. Catastrophic injuries are rare; but **SPORTSIOWA** feels that participants should be aware of the slight possibility. These injuries include paralysis and even death.

**Assumption of Inherent Risks:** I, the ADULT PARTICIPANT [OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S)], (hereafter referred to as PARTICIPANT/PARENT) **understand that all activities of SPORTSIOWA include inherent risks that cannot be totally eliminated** regardless of the care taken by **SPORTSIOWA**. PARTICIPANT/PARENT 1) **know**, 2) **understand**, and 3) **appreciate the types of injuries** inherent in **SPORTSIOWA** activities. PARTICIPANT/PARENT **hereby assert that PARTICIPANT/PARENT knowingly assume all inherent risks of the activity.**

**Waiver of Liability for Ordinary Negligence of SPORTSIOWA:** In consideration of permission to use the property, facilities, equipment, and services of **SPORTSIOWA**, today and on all future dates, PARTICIPANT/PARENT, on behalf of [myself, my spouse, heirs, personal representatives, and assigns = *Releasing Parties*] **do hereby waive, release, discharge and covenant not to sue [SPORTSIOWA including, owners, directors, officers, employees, volunteers, independent contractors, agents and equipment suppliers = *Protected Parties*] from liability from any and all claims arising from the ordinary negligence of the *Protected Parties*.**

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in **SPORTSIOWA** activities including, but not limited to: [recreational, practice, or competitive activity; events; organized or individual training and conditioning activities; tests, classes, and instruction; observers or spectators; individual use of facilities, equipment, shower/locker room areas, and all premises including the associated sidewalks and parking lots and to 2) any and all claims resulting from the damage to, loss of, or theft of property = *Inclusive Activities*].

**Indemnification:** PARTICIPANT/PARENT also **agree to hold harmless, defend, and indemnify SPORTSIOWA** (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees, and related expenses) from **any and all claims of *Releasing Parties*** arising from participation in *Inclusive Activities*, (including those **arising from the inherent risks** of the activity or the **ordinary**

