

## **FAMILIES FIRST OF PELLA**

### **ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY**

COMES NOW the undersigned participant, identified below and hereafter referred to as "Participant", and Families First of Pella, its employees, agents, volunteers and assigns, hereinafter collectively referred to as "Released Parties" and on the date shown do covenant and agree as follows:

WHEREAS the Participant desires to participate in the Mother/Son Fun Night sponsored and operated by the Released Parties; and

WHEREAS Released Parties desire to allow Participant to participate in said Mother/Son Fun Night occurring on May 15, 2021 at Pella Community High School, Pella, Iowa (hereinafter referred to as "the Event"); and

WHEREAS Participant acknowledges and agrees that his or her participation in the Event is only authorized after execution of this Assumption of Risk, Waiver and Release of Liability and execution of this Release is given in consideration for Participant's participation in the Event.

The undersigned parties do hereby covenant and agree as follows:

1. Participant states the he or she fully understands and acknowledges that participation in the Event constitutes an activity which has its own unique risks and that serious injury and/or death could result from Participant's participation, through no fault of the Released Parties. The Participant expressly agrees to assume the entire risk of accident or personal injury, including death, which the Participant may suffer as a result of Participant's use, participation and presence at the Event. Participant's assumption of risk extends to the volunteers, agents, employees and assigns of Released Parties.

2. In consideration for permission to participate in the Event provided by Released Parties, Participant, his or her heirs, personal representatives, successors and assigns do hereby release and forever discharge the Released Parties, both individually, jointly and their heirs, personal representatives, successors, volunteers and assigns, employees, agents from any and all claims, demands, rights and causes of action of any kind whatsoever that the Participant may now have or may later against any Released Party resulting from or arising out of the Participant's participation in the Event.

3. The Participant acknowledges and understands that this Release extends to and releases and discharges any and all claims the Participant has or may have against the Released Parties, including without limitation also claims resulting from negligence or recklessness of any Released Party, product liability, or claims resulting from any breach of express or implied warranty by any Released Party, regardless of whether said claims not exist or hereafter arise, whether known or unknown, contingent or absolute, liquidated or unliquidated, foreseen or unforeseen, or arise by operation of law or otherwise.

4. The Participant acknowledges and understands that by signing this Release and Assumption of Risk, the undersigned and his or her heirs or assigns agree not to sue any or all of the Released Parties for any injury, damage or death of the Participant, or damage or injury to Participant's property resulting from or arising out of the Participant's participation in the Event.

5. By signing this Assumption of Risk, Waiver and Release of Liability, the undersigned Participant certifies that he or she has read this Assumption of Risk, Waiver and Release of Liability and fully understands it and that the Participant is not relying on any statements or representations of any of the Released Parties and the undersigned has been given the opportunity and sufficient time to read and ask questions regarding this agreement before signing it. To the extent that the scope of the Assumption of Risk, Waiver and Release of Liability is unenforceable in any jurisdiction, such scope will, in as to such jurisdiction only, be automatically limited to the extent necessary to make this Assumption of Risk, Waiver and Release of Liability enforceable in such jurisdiction, without invalidating any other portion of this document.

6. By the signature of a parent or legal guardian for any person under the age of 18 years of age shown below, the undersigned authorizes and accepts the terms of this Assumption of Risk, Waiver and Release of Liability on behalf of said person under the age of 18 who will be a Participant in the Event.

7. This is an Assumption of Risk, Waiver and Release of Liability. By signing below you agree and accept the terms of this document. Please read carefully before signing.

8. By signing below, the undersigned authorizes Families First of Pella to utilize the undersigned parent/child's image and/or likeness for purposes of advertising, promotion, or presentation of Families First of Pella events and activities, without further recognition, compensation or notification of the undersigned. This authorization extends to each person who executes this Release and Waiver, and for each child on whose behalf the Release and Waiver is executed.

I have read, understood and agree to the terms of this Assumption of Risk Waiver and Release of Liability.

ADULT PARTICIPANT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

RELEASE ON BEHALF OF CHILD/CHILDREN

\_\_\_\_\_  
Signature of Parent or Legal Guardian

\_\_\_\_\_  
Date

(Required for any person under the age of 18 who will participate in Mother/Son Fun Night)

\_\_\_\_\_  
Printed Name of Parent or Legal Guardian

\_\_\_\_\_  
Name of each child/children covered by waiver