

ACTIVITY WAIVER AND RELEASE

This Activity Waiver and Release (hereinafter "Agreement") is dated this ____ day of _____, 2019 between the Glidden-Ralston Booster Club (hereinafter "Activity Provider") and

Name (hereinafter "Participant"), Street Address, City, State, Zip Code

(Activity Provider and Participant shall hereinafter collectively be referred to as the "Parties")

IN CONSIDERATION OF the covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

CONSIDERATION

1. Being of lawful age and in consideration of being permitted to participate in the activity described below, the Participant releases and forever discharges the Activity Provider, including the Glidden-Ralston Booster Club, Glidden-Ralston Community School, its administrators, staff, representatives, volunteers, agents, and assigns, from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands, for or by reason of any injury to person or property, including injury resulting in the death of the Participant, which has been or may be sustained as a consequence of the Participant's participation in the activity described below, and not withstanding that such damage, loss or injury may have been caused solely or partly be the negligence of the Activity Provider.

2. The Participant understands that the Participant would not be permitted to participate in the activity described below unless the Participant signed this Agreement.

DETAILS OF ACTIVITY

1. The Participant will participate in the Amazing Race fundraiser, which consists of physical activity and operating a motor vehicle.

CONCURRENT RELEASE

1. The Participant acknowledges that this Agreement is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant and with the intention of binding the Participant's spouse, heirs, executors, administrators, legal representatives and assigns.

FITNESS TO PARTICIPATE

1. The Participant acknowledges that the Participant does not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent the Participant from participating in the above-mentioned activity.

FULL AND FINAL SETTLEMENT

1. The Participant hereby acknowledges and agrees that the Participant has carefully read this Agreement, that the Participant fully understands the same, and that the Participant is freely and voluntarily executing the same.

2. The Participant understands that by signing this Agreement, the Participant agrees to be forever prevented from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that the Participant may sustain while participating in or preparing for the above noted activity.

3. The Participant has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Agreement.

4. This Agreement contains the entire agreement between the Parties and the terms of this Agreement are contractual and not a mere recital.

5. I agree to indemnify and defend Activity Provider 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 use of or presence upon the facilities of the Activity Provider.

GOVERNING LAW/VENUE

1. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. The Parties agree that the only venue for disputes arising under this Agreement shall be the County of Carroll, State of Iowa.

EMERGENCY CONTACT

Emergency Contact Name: _____
Emergency Contact Phone Number _____

I WISH TO PARTICIPATE IN THE AMAZING RACE FUNDRAISER SPONSORED BY THE ACTIVITY PROVIDER. IN CONSIDERATION FOR PERMITTING MY PARTICIPATION IN THIS EVENT, I AGREE TO THE TERMS OF THIS RELEASE AGREEMENT. BY SIGNING BELOW, I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THIS AGREEMENT.

Signature _____
Printed Name _____
Date _____