

Marshalltown Parks & Recreation Department

Adult & Youth Waiver Form

The undersigned, all being individuals, or the legal parent or guardian of a minor, who are severally or jointly engaging in or about to engage in athletic activity sponsored or co-sponsored by Marshalltown Parks & Recreation Department, Marshalltown, Iowa, and each person's respective spouse, in consideration of Marshalltown Parks & Recreation Department's furnishing grounds or facilities for an athletic activity, do hereby release, acquit and forever discharge the City of Marshalltown, Iowa, its Parks & Recreation Department and its employees or agents, from any and all liability whatsoever, including all claims, demands and causes of action of every nature affecting us jointly or severally, or the minor\* \_\_\_\_\_ whom the undersigned being the legal parent or guardian, as a result of participation in any athletic activity sponsored or co-sponsored by the Marshalltown Parks & Recreation Department, Marshalltown, Iowa, or the City of Marshalltown, Marshalltown, Iowa.

As further consideration of said payment we, each of us, jointly and severally hereby agree:

- 1. That this release covers all injuries and damages, whether known or not and which may be discovered at any time in the future, all related to the athletic activities mentioned herein.
2. That it is understood that no sum of money shall be received for any claim for such injury, no promise for any further consideration has been made by anyone.
3. That this release is executed in reliance upon our knowledge, belief and judgment, and not upon any representations made by any person released, or others on his or her behalf.
4. That this release covers participation by the undersigned, or minor of whom the undersigned is the legal parent or guardian, in any athletic activity during the league or organization year for such activity, including, but not limited to; tennis, softball, basketball, volleyball and cross country skiing.
5. This release covers all claims mentioned above, including, but not limited to, claims based upon improper design, construction or maintenance of grounds or facilities provided for the athletic activity.
6. This release and waiver is for participation in activities from April 1, 2010 to March 31, 2011.

THAT WE AND EACH OF US HAVE READ THE FOREGOING RELEASE, AND UNDERSTOOD ITS TERMS, AND FREELY VOLUNTARILY SIGN THE SAME. (Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.)

Are you married? \_\_\_\_\_ If yes, the spouse must also sign this form.

The following information is required:

Participant Name (PRINT): \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ ZIP \_\_\_\_\_

Phone Number \_\_\_\_\_

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_ Spouse Signature \_\_\_\_\_ Date: \_\_\_\_\_

Sport or Activity: \_\_\_\_\_ Team Name: \_\_\_\_\_

\* \_\_\_\_\_
Parent/Guardian as such or Individually if participant is under 18 Date \_\_\_\_\_