

WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION OF the risk of injury that exists while participating in an ATV/UTV Tour of Jasper County Conservation Park _____ (hereinafter the "Activity"); and
Name of Park

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor", "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily, enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of actions of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge Jasper County, Iowa located at 101 1st St N, Newton, Iowa 50208, their affiliates, managers, members, agents, attorneys, staff, volunteers, employees (collectively "Releasee"), from any physical or psychological injury that I may suffer as a direct result of my participation in the Activity. I involuntarily participating in the Activity and I'm participating in the activity entirely at my own risk. I am aware of the risks associated with participating in this activity, which may include, but are not limited to: physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others negligence, conditions related to travel to and from the activity, or from conditions at the activity locations. Nonetheless I assume all related risk, both known and unknown to me of my participation in this activity.

I further agree to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any time whatsoever for liability, damages, compensation or otherwise brought by me anyone might have come including attorney's fees and any related costs. I agree that this release shall be governed for all purposes by Iowa law without regard to any conflict of law principles.

In the event any damage to equipment or facilities occurs as a result of me or my families or my agent's willful actions neglect or restlessness I acknowledge and agree to be held liable for any and all costs associated with such actions up to collect or recklessness.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY I EXPRESSLY AGREED TO RELEASE AND DISCHARGE JASPER COUNTY IN ALL OF ITS THEIR AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, EMPLOYEES, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREED TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST JASPER COUNTY FOR PERSONAL INJURY OR PROPERTY DAMAGE.

This waiver and release of liability shall remain in effect for the duration of my participation in the activity, during this initial and all subscript the events of participation.

NAME: _____

SIGNATURE: _____

DATE _____

PARENT OR GUARDIAN IF UNDER 18: _____

SIGNATURE: _____