

RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

This Agreement dated the ____ day of _____, 20__ involves all activities at Sleepy Hollow Sports Park located at 4051 Dean Ave., Des Moines, Iowa and owned or operated by Sleepy Hollow Sports Park, Inc. and Slippery Slope, LLC. These activities include the following: Stiga sleds, tubing, and ZiBob sleds.

I desire to participate in the activities offered at Sleepy Hollow Sports Park. I understand those activities to include, but are not limited to, snow tubing, Stiga sleds, and ZiBob sleds (AA). I understand that these activities at varying times range from recreational to competitive. It is my intent to participate in the activities at the level being offered on this date. I am aware and fully understand that these activities are very dangerous. They involve the risk of damage, serious injury and death, both to myself and to others.

I understand that there are many potential causes for property damage, serious injury and death at Sleepy Hollow Sports Park including negligence of Sleepy Hollow Sports Park, its owners, employees, volunteer staff, rescue personnel, and equipment as well as my own negligence and the negligence of others.

In consideration of being permitted to participate in the activities offered at Sleepy Hollow Sports Park I hereby agree to release, waive, discharge, and covenant not to sue Sleepy Hollow Sports Park, Inc., Slippery Slope, LLC and their agents, employees, or rescue personnel as well as any equipment manufacturers and distributors involved with the Sleepy Hollow Sports Park facilities and Sleepy Hollow Sports Park, Inc. and Slippery Slope, LLC from all liability from any and all loss or damage I may have and any claims or demands I may have on account of injury to my person and property or the person and property of others, including death, arising out of or related to the activities offered at Sleepy Hollow Sports Park by Sleepy Hollow Sports Park, Inc., Slippery Slope, LLC and their agents, employees, volunteer staff, equipment manufacturers, distributors or otherwise.

In consideration of being permitted to participate in the activities offered at Sleepy Hollow Sports Park I assume full responsibility for any risk of bodily injury, death, or property damage arising out of or related to the activities offered at Sleepy Hollow Sports Park by Sleepy Hollow Sports Park, Inc. and Slippery Slope, LLC. I assume full responsibility for any risk of bodily injury, death or property damage arising out of or related to the activities offered at Sleepy Hollow Sports Park, whether caused by the negligence of Sleepy Hollow Sports Park, Inc. and Slippery Slope, LLC or their agents, employees, volunteer staff, equipment manufacturers, distributors or otherwise.

In consideration of being permitted to participate in the activities offered at Sleepy Hollow Sports Park I hereby agree to indemnify and save and hold harmless Sleepy Hollow Sports Park, Inc. and Slippery Slope, LLC and their agents, employees, volunteer staff, equipment manufacturers, distributors from any loss, liability, damage, or cost they may incur arising out of claims generated while I participated in activities at Sleepy Hollow Sports Park whether caused by their negligence or otherwise.

In consideration of being permitted to participate in the activities offered at Sleepy Hollow Sports Park I agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by Sleepy Hollow Sports Park, Inc. and Slippery Slope, LLC and their agents, employees, volunteer staff, and equipment manufacturers and distributors, including negligent rescue operations and is intended to be as broad and inclusive as is permitted by Iowa law and that if any portion is held valid, it is agreed that the balance shall continue in full legal force and effect.

Photo Consent: By signing this form I understand that a photographer may be on site today taking photos of me. I give Sleepy Hollow Sports Park, Inc. and Slippery Slope, LLC permission to use photos of me and my likeness for advertising and marketing with no compensation to me.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, GUARANTEES OR WARRANTIES, EXPRESSED OR IMPLIED, BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Participant Name (Print)

Date

Participant Signature

Parent/Guardian Signature (If under 18)