

City of Dubuque  
Release, Waiver, and Hold Harmless  
Permission to Participate

THE CITY OF DUBUQUE REQUIRES THIS FORM BE SIGNED BEFORE PARTICIPATION IN A CITY SPONSORED-ACTIVITY. IF THIS FORM IS NOT SIGNED, YOU (OR YOUR CHILD, AS THE CASE MAY BE) WILL NOT BE ALLOWED TO PARTICIPATE. THIS FORM CONTAINS A WAIVER OF RIGHTS. **DO NOT SIGN IF YOU HAVE ANY QUESTIONS.**

The waivers, representations, and agreements contained in this document are given by me in consideration of the opportunity afforded to me and/or my minor child to attend and participate in the program or activity described below.

1. I, on behalf of myself (and, if applicable, on behalf of my minor child) and on behalf of my (or our) heirs, executors, successors, and assigns hereby agree to release, waive, and hold harmless the City of Dubuque, the Carnegie-Stout Public Library, and each of their officials, agents, employees, volunteers, and contractors (collectively, the "Releasees") from any and all liability arising out of or in any way connect to my (or our) participation in the following activity (the "Activity"):

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2. This release waives all claims whatsoever, whether known or unknown, which may arise by virtue of participation in the Activity, including injury or death to myself (and/or my minor child, if applicable) and damage to property, regardless of how such claim may arise, including but not limited to breaches of duty (such as breach of the duty of care) and acts of current or future negligence by any one or more Releasees This release waives any claims whatsoever against the Releasees arising from or in any way related to the actions or omissions of any other participant in the Activity or any other third party. Further, this release covers all activities immediately before and after participation in the event, including transportation to or from the Activity (if provided by the Releasees), and waiting for rides from any City facility after the Activity.
3. I agree to defend, indemnify, and hold harmless the Releasees against any claim, cause, loss, cost, or damage whatsoever, including attorneys' fees, arising from or in any way connected to the Activity, including but not limited to any act or omission of myself.
4. I understand participation in the Activity involves a risk of injury. By signing this form, I warrant and represent I have considered the risks of participation in the Activity, have obtained any medical clearance necessary or advisable to safely participate in the Activity, and am able to participate in the Activity without causing harm to myself or others. I warrant represent I will use all reasonable care to avoid injury or damage to myself or others while using any equipment or supplies associated with the Activity.
5. I understand that in the event of injury, City staff will use reasonable means to administer basic first aid and, if deemed appropriate by City staff, will summon

emergency services via 911. I understand City staff is not trained to provide medical care beyond basic first aid. I understand City staff will not provide medications. I understand all costs of emergency care for me (and/or my minor child, if applicable), including emergency transportation, are my responsibility, and I will not request reimbursement of any such costs from any of the Releasees. I UNDERSTAND NO INSURANCE IS PROVIDED BY ANY OF THE RELEASEES FOR ANY INJURY OR DAMAGE TO ANY PARTICIPANT.

6. I understand one or more of the Releasees, as well as others, may make audio and/or video recordings of me (and/or my minor child, if applicable) related to my (or our) participation in the Activity. I understand none of the Releasees has any responsibility for the supervision or restriction of recordings of public activities by third parties. I agree audio and/or video recordings may be used in promotional materials produced by one or more of the Releasees to encourage participation in the Activity and future activities. I understand I am entitled to no compensation for any such use.
7. I hereby agree to follow all rules of conduct established in conjunction with the Activity. I understand any failure to follow such rules may result in removal from the Activity.
8. I understand participation in the Activity may be dangerous. I hereby assume all risks of injury or other harm related to my (and/or my minor child's) participation in the Activity.
9. *This paragraph must be separately initialed whenever a minor child wishes to participate in the Activity.* I am the parent or legal guardian of \_\_\_\_\_, who is currently \_\_\_\_ years of age (the "Minor Participant"). I understand the risks described in this document apply to all participants in the program or activity referenced above, including the Minor Participant. I agree I will not make or support any claim, lawsuit, or other action against the Releasees, whether individually or collectively, for any injury or death to the Minor Participant or any damage to my property, however caused, arising from or in any way related to the Minor Participant's participation in the program or activity referenced above, including any injury, death, or damage resulting from the negligence of any one or more Releasees. In the event any claim, lawsuit, or other action is brought against any one or more of the Releasees for any injury, death, or damage to the Minor Participant, I hereby agreed to fully indemnify, defend, and hold harmless all such Releasees from any and all losses, damages, and expenses related to any such claim, lawsuit, or other action, including all reasonable attorneys' fees and costs of litigation.
10. Without limiting the generality of the foregoing, I, on behalf of myself, the Minor Participant (if applicable), and each of our heirs, executors, personal representatives, successors, and assigns, hereby waive and release any and all rights, actions, or causes of action resulting from personal injury, damage, or death to myself or the Minor Participant (if applicable) sustained in connection with my (or our) participation in the Activity, including those resulting from the negligence of any one or more of the Releasees. In the event any claim, lawsuit, or other action is brought against any of the Releasees, I agree to defend, indemnify, and hold harmless all such Releasees, whether collectively or individually, from any and all liability for any and all sums, damages, and expenses related to any such claim, lawsuit, or other action, regardless of whether such claim, lawsuit, or other action is brought in equity or at law.

I HAVE READ THIS DOCUMENT CAREFULLY, AND I UNDERSTAND IT.

I AM SIGNING THIS FREELY AND WITHOUT RESERVATION OR CONDITION.

*(IF YOU HAVE ANY QUESTIONS ABOUT THIS DOCUMENT DO NOT SIGN IT.  
CONTACT AN ATTORNEY TO ASSIST YOU.)*

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_ (signature) \_\_\_\_\_ (print name)  
Activity Participant

\_\_\_\_\_ (signature) \_\_\_\_\_ (print name)  
Parent/Legal Guardian

\_\_\_\_\_ (signature) \_\_\_\_\_ (print name)  
Parent/Legal Guardian

\_\_\_\_\_ (signature) \_\_\_\_\_ (print name)  
Witness