

## PARTICIPATION RELEASE OF LIABILITY

As a student, guest, member, or recreational user of The Orange Planet facility (hereinafter referred to as a FACILITY) located at 5650 Metro East Dr. in Pleasant Hill, IA, and in consideration of being allowed to participate in any way in the facility programs, related events and activities,

I, \_\_\_\_\_ (hereinafter referred to as a PARTICIPANT), the undersigned, acknowledge, appreciate and agree that:

- 1) The risk of injury from the activities and programs provided in the FACILITY is significant. The risk of injury includes, but is not limited to, minor injury such as abrasion and bruises and more serious injury such as broken bones, muscle pulls and dislocations. The risk of injury also includes catastrophic injury such as permanent paralysis or death; and,
- 2) PARTICIPANT willingly agrees to comply with the rules and regulations of FACILITY and agrees to wear all required protective equipment and proper clothing at all times when engaging in activities at FACILITY; and,
- 3) PARTICIPANT willingly acknowledges that FACILITY management may suspend or revoke PARTICIPANTS membership and/or permission to utilize FACILITY in the event that PARTICIPANT fails to comply with any FACILITY Rules and Regulations or otherwise participates in an unsafe manner which increases the risk of injury to PARTICIPANT or others; and,
- 4) PARTICIPANT KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS AND REQUIREMENTS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF FACILITY, THEIR OFFICERS, OFFICIALS, AGENTS AND/OR EMPLOYEES, OTHER PARTICIPANTS, SPONSORING AGENCIES, SPONSORS, ADVERTISERS, AND IF APPLICABLE, OWNERS AND LESSORS OF PREMISES USED TO CONDUCT THE EVENT (HEREINAFTER REFERRED TO AS "RELEASEES") OR TOHERS, AND PARTICIPANT ASSUMES FULL RESPONSIBILITY FOR HIS/HER PARTICIPATION; AND,
- 5) PARTICIPANT willingly agrees to comply with the stated and customary terms and condition for participation. If, however, PARTICIPANT or Participant's parent guardian observes any unusual or significant hazard in PARTICIPANT'S presence or participation, PARTICIPANT will remove himself herself from said presence; participation and immediately bring such hazard to the attention of the nearest FACILITY manager; and,
- 6) Each PARTICIPANT certifies that he/she is physically fit and in normal health and has not been otherwise informed by a physician that he/she is incapable of participation in any leagues, clinics, tournaments or activities at The Orange Planet and,
- 7) Each PARTICIPANT further certifies that he/she maintains adequate health insurance to cover any injuries occurring as a result of participation in any activities at FACILITY. Each PARTICIPANT is responsible for conducting himself/herself safely and at a level consistent with his/her skill; and,
- 8) FACILITY is not responsible for lost or stolen property. FACILITY is not responsible for vehicles or damages incurred on FACILITY premises (building and parking lot); and,
- 9) PARTICIPANT, for myself and on behalf of my heirs assigns, personal representatives and next of kin, HEREBY RELEASES, DISCHARGES, INDEMNIFIES AND HOLDS HARMLESS "RELEASEES", FROM ANY AND ALL CLAIMS, UNANTICIPATED, RESULTING FROM, ARISING OUT OF OR WITH RESPECT TO ANY AND ALL INCIDENT, INJURY, DISABILITY, DEATH, LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OR THE RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I also authorize that FACILITY has the right to use all photographs or video taken of my children or me whilst participating in FACILITY programs for advertising and promotion material.

I agree to follow and respect the rules and understand that my privileges to participate will be altered or eliminated if the rules are not followed.

\_\_\_\_\_  
PARTICIPANT'S SIGNATURE

\_\_\_\_\_  
DATE SIGNED

### **FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINORITY AGE (UNDER AGE 18 AT TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for PARTICIPANT, do hereby consent and agree to PARTICIPANT'S Release of Liability and Assumption of Risk Agreement as provided above for all the Releases, and for myself, my heirs, assigns, personal representative and next of kin, I release and agree to indemnity and hold harmless the Releases from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

\_\_\_\_\_  
PARTICIPANT'S SIGNATURE

\_\_\_\_\_  
DATE SIGNED