

**Dubuque Community Y Zipline Participant Agreement including
Express Assumption of Risks, Release of Liability,
Waiver of Claims, and Indemnity Agreement**

Express Assumptions of Risks

I, _____ (the "Participant") do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the recreational activity generally described as the Dubuque Community Y Zipline, including the rental of equipment and transportation associated therewith in which I am about to engage. Inherent hazards and risks include, but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. This activity takes place outdoors and therefore includes risks associated with exposure to elements, excessive heat, hypothermia, impact of the body upon water, injection of water into my body orifices, encountering objects either natural or man-made, exposure to animals with the attendant risk of kicking, biting, shying away, running off or otherwise moving in an unanticipated manner causing injury and/or death.
4. My own negligence and/or the negligence of others including, but not limited to, operator error and guide decision making including misjudging terrain, weather, trails or route location.
5. Attack by or encounter with insects, reptiles, and/or animals.
6. Accidents or illness occurring in remote places where there are no available medical facilities.
7. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

I understand the aforementioned description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in the activity(ies) described above and related activities, I hereby agree, acknowledge and appreciate that:

1. ~~I understand the nature of the activities that I will engage in as described above. I understand there are risks of injury and death associated with these activities. I acknowledge and voluntarily assume the risks of illness, injury and death associated with these activities, inherent and otherwise, and whether or not described above, including those which may result from the negligent acts or omissions of other participants or staff.~~
2. I HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, Dubuque Community Y, its owners, officers, directors, agents, representatives, employees and volunteers, and the owner or owners of the property on which the tour is conducted (the Released Parties) from, and agree not to sue them for, any liability for causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the Released Parties or otherwise, claims and demands of any kind and nature whatsoever that may arise out of or relate in any way to my or my minor child's enrollment or participation in the Dubuque Community Y's (the "Provider's") programs. The claims hereby released and indemnified include, but are not limited to, claims of other participants and of members of Participant's family or associates and claims of negligence of a released party, but not the claims of gross negligence or willful injury.
3. I accept responsibility for any expenses that may be incurred for any illness or injury that may result from my, or my minor child's enrollment or participation in the Provider's programs, including the costs of evacuation, hospitalization, and medical treatment and any sums payable to anyone by reason of any injury or loss of life that I may sustain through my participation in the Provider's programs.
4. If I am the parent or guardian of the minor child(ren) whose signature(s) appear on this release form, I have discussed the terms of the above Agreement with my child and am assured by my child that

he or she understands the agreement and has freely accepted its terms. I give my child permission to participate in the Provider's program. My signature below reflects my agreement to fully release, indemnify and defend the Released Parties, as provided above, from any claim which I may have, and, to the fullest extent permitted by law, to release such persons on behalf of my child(ren), for any claim the child(ren) may have.

5. I am physically able to safely complete the Dubuque Community Y Zipline. My participation in this activity is purely voluntary, no one is forcing me to participate, and I have elected to participate in spite of the risks. I am not pregnant. I am not currently under the influence of alcohol, illegal drugs, or impairing legal drugs.
6. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the Released Parties, other than what is set forth in this Agreement.

I understand that the Dubuque Community Y may refuse participation in its Zipline to any person that its owners, agents, or employees deem a hazard to themselves or to others. The Dubuque Community Y may alter its published or announced requirements for participation in its Zipline and for use of its property at any time and for any reasons that it may deem appropriate. The Dubuque Community Y reserves the right to use voice, video, photographic or other images of Participant(s) for future marketing, educational, or other purpose, and Participant (and Parent) hereby consent to such use, without compensation.

I agree the laws of the State of Iowa shall govern this agreement and that the courts with jurisdiction in Dubuque County shall have jurisdiction in any dispute that may arise between Participant and the Dubuque Community Y.

I have read, fully understand, and hereby agree to the terms of this agreement, voluntarily and with knowledge of the activities and their risks. I acknowledge that this agreement shall be effective and binding upon me, my heirs, assigns, personal representatives, and estates.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature of Adult Participant

Printed Name of Adult Participant

Date

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this Participant do consent and agree not only to his/her release of the Released Parties to the extent permitted by law, but also to release, protect, indemnify and defend the Released Parties from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

Signature of Parent or Adult
Legal Guardian if Participant
is a Minor

Printed Name of Parent or Adult
Legal Guardian if Participant
is a Minor

Date

Signature of Minor Participant

Printed Name of Minor Participant

Date