

**RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

**BY SIGNING THIS AGREEMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

**PLEASE READ CAREFULLY!**

I desire to participate in the activities offered at Cedar River Campground. I understand the activities may include, but not be limited to, camping, swimming, canoeing, tube/tub floating, planned events and activities.

I am aware and fully understand that **these activities are inherently dangerous** involve and include the risk of damage to self and property, serious injury and death, both to myself and to others. I understand that participation in these activities may result in damage, injury and death and that I may incur medical, repair, and/or funeral expenses. Therefore, **I hereby release Cedar River Campground, its owners, their families, and employees from any damage, injury, death, or any other liability, whether caused by my negligence or negligence of another, either through an act or omission, and hereby assume the risk of the consequences of participating in the activities at Cedar River Campground.**

I understand that there are many potential causes for property damage, serious injury and death at Cedar River Campground including the negligence of Cedar River Campground, its owners, their families, employees, and equipment as well as my own negligence and negligence of others. I understand the risks involved in participating in these activities and assume the risk of the consequences by participating in the activities offered at Cedar River Campground. I understand those risks include, but are not limited to, drowning in pools or other bodies of water, falls from playground equipment or caused by uneven or slick surfaces, burns from campfires, bug bites and stings, falling trees or branches, transportation, fireworks, and those caused by participating in the activities and its effect on my personal physical condition (such as cardiovascular failure, ligament and tendon tear and/or break, broken bones, internal damage, head trauma, scarring, disfiguration, permanent disability), and damage to clothing, campers, and other property.

In consideration of being permitted to participate in the activities offered at Cedar River Campground I hereby agree to release, waive, discharge and covenant not to sue Cedar River Campground, its owners, their families, and employees, from any and all liability from any and all loss or damage I may have and any and all 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 Cedar River Campground whether caused by the negligence of Cedar River Campground, its owners, their families, or employees, or otherwise.

In consideration of being permitted to participate in the activities offered at Cedar River Campground I assume full responsibility for any and all risk of bodily injury, death, or property damage arising out of or related to the activities offered at Cedar River Campground. I assume full responsibility for any and all risk of bodily injury, death or property damage arising out of or related to the activities offered at Cedar River Campground whether caused by the negligence of Cedar River Campground, its owners, their families, employees, or otherwise.

In consideration of being permitted to participate in the activities offered at Cedar River Campground I hereby agree to release, waive, discharge and covenant not to sue Cedar River Campground, its owners, their families, or employees, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate. I agree to pay all costs, including reasonable attorneys' fees and disbursements, incurred by any released party in defending an investigation, claim or suit brought on by me or by the Releasers (all participants on this agreement including Minors) behalf as a result of my or any Releasers participation in an activity.

In consideration of being permitted to participate in the activities offered at Cedar River Campground I hereby agree to indemnify and save and hold harmless Cedar River Campground, its owners, their families, and employees from any and all loss, liability, damage, or cost they may incur arising out of claims generated while I participated in activities at Cedar River Campground whether caused by their negligence or otherwise.

In consideration of being permitted to participate in the activities offered at Cedar River Campground I agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to any and all acts of negligence by Cedar River Campground, its owners, their families, and employees, and is intended to be as broad and inclusive as is permitted by Iowa law and if any portion is held invalid, it is agreed that the balance shall continue in full legal force effect. I agree that any dispute arising under this agreement/contract and/or from any use by me of any of the premises or facilities at or of Cedar River Campground shall be litigated exclusively in the District Court of Cedar County, Iowa and that all claims and suits shall be governed by the laws of the State of Iowa.

**I have carefully read all pages of 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. By signing below, I warrant I have the authority and expressed consent to sign this agreement on my own behalf and on behalf of all other Releasers named in this agreement. Recognizing and accepting the risks, I voluntarily choose to take part in the activity and/or voluntarily choose to allow Releasers named in this agreement to take part in the activity. Valid for 1 year**

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<b>PRINT NAME OF ADULT (Must be over 18)</b>	<b>SIGNATURE</b>	<b>Date</b>	
<hr/>		<hr/>	
<b>PRINT NAME OF ADULT (Must be over 18)</b>	<b>SIGNATURE</b>	<b>Date</b>	<b>See Back for MINOR PARTICIPANT(S)</b>

**MINOR PARTICIPANT(S)**

_____	____\____\_____
PRINT NAME OF MINOR PARTICIPANT	DATE OF BIRTH
_____	____\____\_____
PRINT NAME OF MINOR PARTICIPANT	DATE OF BIRTH
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PRINT NAME OF MINOR PARTICIPANT	DATE OF BIRTH
_____	____\____\_____
PRINT NAME OF MINOR PARTICIPANT	DATE OF BIRTH

("Minor") being permitted by Cedar River Campground to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Cedar River Campground, its owners, their families, and employees, from any and all claims which are brought by or on behalf of Minor, and which are in any way connected with such use or participation by Minor. I adopt and incorporate all of the foregoing language in the release as if fully set forth herein. I adopt and agree to the preceding terms and conditions stated above as if set forth fully herein. I understand and agree that by accepting this agreement on behalf of any person other than myself, I am representing and warranting that I am legally authorized to execute this agreement as either parent or legal guardian of that person and/or Minor participant(s), or that I have been given the express authority and permission from that other person to accept the terms and conditions of this agreement.

_____	_____	_____
<b>PRINT NAME OF PARENT OR LEGAL GUARDIAN</b>	<b>SIGNATURE</b>	<b>Date</b>