

# CEDAR VALLEY PADDLERS

## RELEASE OF LIABILITY STATEMENT

### RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In return for Cedar Valley Paddlers allowing me to participate in any outdoor recreation activity, in 2017, I hereby state that I freely and voluntarily agree to the following:

- A. I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Cedar Valley Paddlers, its officers, servants, agents, or employees, (hereinafter referred to as RELEASEES) for any liability, claim, and/or cause of action arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me that occurs as a result my traveling to and from, and participation in any outdoor recreation activity.
- B. I agree to INDEMNIFY AND HOLD HARMLESS the RELEASEES whether injury or damages is caused by my negligence, the negligence of the RELEASEES or the negligence of any third party from any loss, liability, damage or costs, including court costs and attorneys' fees, that RELEASEES may incur due to my traveling to and from, and participation in, the specified outdoor recreation activity.
- C. It is my express intent that this RELEASE and HOLD HARMLESS AGREEMENT shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE and COVENANT NOT TO SUE the above-named RELEASEES.
- D. I hereby further agree that this Release, Assumption of Risk, Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Iowa.
- E. If I deviate from any aspect of the planned recreation activity, such deviation is purely voluntary and I agree that RELEASEES shall not be liable for any injuries resulting or arising out of such deviation.
- F. I understand that by participating in the specified outdoor recreation activity I will ASSUME THE RISK of injury and damage from the risks and dangers that are inherent in the specified outdoor recreation activity.
- G. I understand that Cedar Valley Paddlers will maintain the signed original of this agreement and that a copy can be provided to me at my request.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT that I have read this RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT, understand it, and sign it voluntarily.

PLEASE PRINT:

NAME \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

PARTICIPANT SIGNATURE \_\_\_\_\_

PERSONS PARTICIPATING IN OUR ACTIVITIES WILL BE REQUESTED TO PROVIDE INFORMATION ON ANY HEALTH INSURANCE OR MEDICAL PROVIDER CONTACT INFORMATION REGARDING THEMSELVES TO THE GROUP LEADER OF EACH ACTIVITY OR TO LEAVE SUCH INFORMATION ON FILE WITH THE CLUB IF THE SAME DOES NOT CHANGE FROM EVENT TO EVENT.