

## ATTACHMENT B

*MINOR - under 18 years*

**PERMISSION TO PARTICIPATE  
INDEMNIFICATION  
CONSENT TO MEDICAL TREATMENT  
PHOTO RELEASE**

City of Des Moines Park and Recreation Department Activity/Program: \_\_\_\_\_

In consideration of my minor child being permitted to participate in any way in the above named Activity/Program ("Activity"), I, the Undersigned, for myself and my minor child, all of my or my minor child's, personal representatives, executors, administrators, heirs, next of kin, successors and assigns, herein referred to as "Releasors", do hereby:

1. Acknowledge that this Activity carries with it the potential for serious injury, death and/or property damage, and certify as to my minor child to participate and declare that my minor child has not been advised otherwise by a qualified medical professional.
2. Represent that I have advised my minor child to, at all times, be aware of the surroundings during the Activity and agree that if I or my minor child consider anything related to this Activity to be unsafe, will immediately advise the Activity officials of such, and if necessary, will leave the area or refuse to participate further in the Activity.
3. Agree to Indemnify and Save and Hold Harmless the Des Moines Swimming Federation, Iowa Swimming and USA Swimming, Inc. dba USA Swimming, the City of Des Moines, Iowa, its elected and appointed officials, employees, volunteers, sponsors, and agents, including others who give recommendations, directions, or instructions as part of this Activity, hereinafter referred to as "City", and each of them from any loss, liability, damage, or cost to third parties that they may incur arising out of or related to any loss or damage caused by my minor child while participating in this Activity.
4. Waive, release and discharge, and covenant not to sue, the Des Moines Swimming Federation, Iowa Swimming and USA Swimming, Inc. dba USA Swimming, the City, from any and all liability to all Releasors, except for my minor child, for any and all loss or damage, and any claim or demands therefore, on account of injury or death to my minor child or damage to my or my minor child's property arising out of or related to the Activity, including traveling to or from the Activity.
5. Agree that this Permission form extends **to all acts of negligence by the City, not including gross negligence and willful misconduct**, and is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. Authorize any medical treatment, including the administration of anesthesia deemed advisable by any licensed physician, to relieve any injuries received or illness contracted by my minor child as a participant in this Activity. I hereby agree to pay all costs of any medical treatment or emergency transportation.
7. Authorize and consent to the City, its sponsors, and any news media, and their successors and assigns and those acting under their authority, to take, publish, use in any media, and copyright photographs, videotape or other and audio or visual media, including broadcast in any media, of my minor child and agree that such may be used for any lawful purpose without further compensation or approval.

**I have read the Permission to Participate, Indemnification, Consent to Medical Treatment and Photo Release, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it voluntarily without assurance or guarantee being made to me.**

Participant Name: \_\_\_\_\_ Age: \_\_\_\_\_  
(Please Print)

Parent/Legal Guardian: \_\_\_\_\_  
(Please Print)

Parent/Legal Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_

*ADULT – 18 and older*  
**CITY OF DES MOINES, IOWA**  
**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY**  
**AGREEMENT AND PHOTO RELEASE**

Park and Recreation Department Activity/Program: \_\_\_\_\_

In consideration of my being permitted to participate in any way in the above named Activity/Program (“Activity”), I, the Undersigned, for myself, all of my or my minor child’s, personal representatives, executors, administrators, heirs, next of kin, successors and assigns, herein referred to as “Releasors”, do hereby:

1. Acknowledge that this Activity carries with it the potential for serious injury, death and/or property damage, and certify as to my physical fitness to participate and declare that I have not been advised otherwise by a qualified medical professional.
2. Acknowledge, agree, and represent that I will, at all times, be aware of the surroundings during the Activity and agree that if I consider anything related to this Activity to be unsafe, will immediately advise the Activity officials of such, and if necessary, will leave the area or refuse to participate further in the Activity.
3. Waive, release and discharge, and covenant not to sue, the Des Moines Swimming Federation, Iowa Swimming and USA Swimming, Inc. dba USA Swimming, the City of Des Moines, Iowa, its elected and appointed officials, employees, volunteers, sponsors, and agents, including others who give recommendations, directions, or instructions as part of this Activity, hereinafter referred to as “City”, from any and all liability to Releasors for any and all loss or damage, and any claim or demands therefor, on account of injury to the person or property or resulting in my death arising out of or related to the Activity, including traveling to or from the Activity.
4. Agree to Indemnify and Save and Hold Harmless the the Des Moines Swimming Federation, Iowa Swimming and USA Swimming, Inc. dba USA Swimming, the City and each of them from any loss, liability, damage, or cost that they may incur arising out of or related to my participation in this Activity.
5. Assume full responsibility for any risk of bodily injury, death or property damage arising out of or related to the Activity.
6. Agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends *to all acts of negligence by the City, not including gross negligence and willful misconduct*, and is intended to be as broad and inclusive as is permitted by law including any governmental immunity afforded the City by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
7. Authorize any medical treatment, including the administration of anesthesia deemed advisable by any licensed physician, to relieve any injuries received or illness contracted by me as a participant in this Activity. I hereby agree to pay all costs of any medical treatment or emergency transportation.
8. Authorize and consent to the City, its sponsors, and any news media, and their successors and assigns and those acting under their authority, to take, publish, use in any media, and copyright photographs, videotape or other and audio or visual media, including broadcast in any media, of me and agree that such may be used for any lawful purpose without further compensation or approval.

**I have read the Release and Waiver, Assumption of Risk and Indemnity Agreement and Photo Release, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it voluntarily without assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the fullest extent permitted by law, including all acts of negligence by the City as stated above.**

Participant Name: \_\_\_\_\_ Age: *Must Be 18 or Older*  
(Please Print)

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address \_\_\_\_\_ City/Zip \_\_\_\_\_ Phone: \_\_\_\_\_