

Iowa National Guard Liability Waiver Form

Laser Tag

PLEASE READ THE FOLLOWING MUD RUN WAIVER AND AGREEMENT CAREFULLY, AS THEY AFFECT YOUR FUTURE LEGAL RIGHTS AS WELL AS THOSE OF ANYONE ELSE YOU REGISTER FOR THE EVENT. BY PROCEEDING WITH REGISTERING FOR THE EVENT, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE CAREFULLY READ AND FULLY UNDERSTOOD THE MUD RUN WAIVER AND AGREEMENT AND AGREE TO ALL OF THE TERMS SET FORTH BELOW.

LASER TAG ("EVENT") WAIVER & RELEASE OF CLAIMS, INDEMNITY AGREEMENT, ASSUMPTION OF RISK AND CONSENT TO MEDICAL TREATMENT ("WAIVER")

The following must be carefully read and signed in consideration of being permitted to enter (for any purpose) the Event and associated property, including but not limited to any facilities, equipment, Ranges, Training Areas, Common Areas of other Areas regardless of how characterized located on Camp Dodge or otherwise owned by the Iowa National Guard, the State of Iowa or the United States of America ("Premises"). As used in this Waiver, the term "Releasees" is defined to include the following: (i) Camp Dodge, (ii) the Iowa National Guard, (iii) the Department of the Army, (iv) the Department of the Air Force; (v) the Department of Defense, (vi) the Government of the United States, and (vii) the State of Iowa and (viii) each of their officers, agents, employees, attorneys, affiliates, representatives, subsidiaries, predecessors, heirs, successors and assigns.

NOTE TO PARENTS/GUARDIANS OF MINORS: You acknowledge that you have reviewed, understood and agreed to the terms below (such terms being interpreted as if they applied both to you and your minor child/ward) and have the legal authority to enter into this Agreement on behalf of your minor child/ward.

IN CONSIDERATION OF RECEIVING ACCESS TO THE PREMISES AND PARTICIPATING IN THE EVENT, ON BEHALF OF MYSELF AND THOSE INDIVIDUALS I WHOM I AM AUTHORIZED TO REGISTER FOR THE EVENT, AND FURTHER ANY OF MY/THEIR PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, NEXT OF KIN, DERIVATIVE CLAIMANTS AND THOSE INDIVIDUALS WHOM I AM AUTHORIZED TO REGISTER FOR THE EVENT, I UNDERSTAND, AGREE AND REPRESENT AS FOLLOWS:

1. I understand that the Event is an inherently dangerous activity that presents obstacles, including, but not limited to, wild animals, insects, plants, inclement weather and/or uneven terrain. **I expressly acknowledge and agree that the activities of the Event involve the risk of serious injury and/or death and/or property damage.** I am fully aware of the risks and hazards inherent in participating in the Event and I voluntarily, knowingly and freely assume all risks associated with participating in the Event and entering the Premises, including, but not limited to, my own actions, inactions, negligence, gross negligence, or misconduct (or the actions, inactions, negligence, gross negligence, or misconduct of my minor child/ward), the actions, inactions, negligence, gross negligence, or misconduct of others (including Event attendees, staff or volunteers), falls, injuries, illnesses, infections, contact with others (including Event attendees, staff or volunteers), navigating any and all obstacles, Premises defects and the effects of weather, including, but not limited to, heat and/or humidity.

2. I represent and warrant to Releasees that I am in good physical condition, am able to safely participate in the Event and have no medical condition that would make my participation in the Event more hazardous. If I am pregnant, disabled in any way or have recently suffered an illness or injury, I should have or did consult a physician before participating in the Event. I consent to medical care and transportation in order to obtain treatment in the event of injury to me as military personnel, volunteers or medical professionals may deem appropriate and understand that this Waiver & Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury.

3. I agree to observe and obey all posted rules and warnings, to follow any instructions or directions given by Event staff and military personnel through its employees, representatives or agents and to abide by any decision of any Event official relative to my ability to safely participate in or attend the Event. I understand and agree that I am

expected to exhibit appropriate behavior at all times while at the Event and to obey all local, state and federal civil and criminal laws while participating in or attending the Event. I agree to indemnify the Releasees from any and all third party claims caused in whole or in part by my negligent, grossly negligent or intentional acts or omissions. I agree not to consume alcohol prior to the Event or use any medicine or substance that will inhibit my mental or physical ability to safely participate in the Event.

4. I understand and agree that the Releasees are not responsible for any personal item or property that is lost, damaged or stolen at the Event or on the Premises.

5. I consent to the use of my image in photographs, motion pictures or recordings, whether altered or unaltered, taken at the Event for use in Event advertising, marketing or promotion and I waive and release any right to compensation and/or damages with respect to the use, display, distribution or other publication of such photographs, motion pictures or recordings.

6. I recognize and acknowledge that there are hazards and risks of physical injury or illness to Event attendees and that not all such hazards or risks can be fully eliminated. I freely and voluntarily agree to assume the full risk of death, bodily injury or property damage, regardless of severity, that I (or my minor child/ward) may sustain as a result of my attendance at the Event, whether or not caused by the active or passive negligence, gross negligence or willful or intentional acts, omissions or misconduct of the Releasees.

7. I release, waive, discharge and covenant not to sue the Releasees, whether or not acting officially, in the scope of employment or otherwise, from all liability to me or my minor child/ward, and my or their personal representatives, assigns, heirs, executors, administrators, successors, next of kin, derivative claimants for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with my (or my minor child's/ward's) attendance at the Event or while on the Premises, whether or not caused by the active or passive negligence of the Releasees.

26. I understand and acknowledge that the laws of the State of Iowa shall apply to all matters relating to this Waiver. I expressly agree that the Waiver is intended to be as broad and inclusive as permitted by the law of the State of Iowa, and that if any portion is held invalid, it is agreed that the balance shall continue in full legal force and effect.

I represent and warrant to RFE that I have full legal authority to complete this Event registration on behalf of myself and/or any other person on whose behalf I am registering. If I am registering a minor under the age of eighteen (18), I represent and warrant that I am the parent or legal guardian of that person and have the legal authority to enter into this Agreement on their behalf. By proceeding with this registration, I agree that the terms of this Agreement shall apply equally to them as it does for all Participants.

Name (Print):

Signature:

Date:

____/____/____

Signature of Parent/Guardian (participant under 18):

Date:

____/____/____

Privacy Act Statement

The information requested above is solicited under the authority of 10 U.S.C. 3012 and will be used to ensure correct identification, to verify participation, and to determine responsibility in the event of accident, loss, injury, or death. It may be routinely provided to other Government agencies as necessary to resolve claims against the United States and to private insurance companies if necessary for these purposes. Disclosure of the information requested is voluntary; failure to provide this information will result in denial of the request to participate in the Mud Run and the use of the Premises.