Seven Oaks Recreation DATE: _____

Release and Waiver of Liability

Assumption of Risk and Indemnity Agreement

I desire to participate in the activities offered at Seven Oaks Recreation (Seven Oaks). I understand those activities to include but not be limited to snow tubing, skiing, snowboarding. I understand that these activities at varying times range from recreational to competitive. It is my intent to participate in the activities at the level being offered on this date.

I am aware and fully understand that these activities are very dangerous. They involve the risk of damage, serious injury and death, both to my self 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.

I understand that there are many potential causes for property damage, serious injury and death at Seven Oaks including the negligence of Seven Oaks, its owners, employees, volunteer staff, rescue personnel, and equipment as well as my own negligence and the 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 Seven Oaks Recreation. I understand that those risks include, but are not limited to, striking fixed objects (such as lift poles, trees, barricades, snowmaking equipment, rocks, buildings), coming into contact with other patrons or employees through loss of control by myself or others while participating in the activities offered at Seven Oaks Recreation, lift equipment malfunction (such as struck by chair lift, falling off chair lift, tangled in chair lift, cable break, chair break, lift breakdown), surface condition variations (such as ice, slush, ridges, thin coverage, protruding objects), and those caused by participating in the activities and its affect on my personal physical condition (such as cardiovascular failure, ligament and tendon tear and/or break, broken bones), straying from approved participation boundaries, weather conditions (such as fog, precipitation, wind) and engaging in activities strictly prohibited by Seven Oaks Recreation.

In consideration of being permitted to participate in the activities offered at Seven Oaks I hereby agree to release, waive, discharge, and covenant not to sue Seven Oaks, its owners, agents, employees, volunteer staff, or rescue personnel as well as any equipment manufacturers and distributors involved with the Seven Oaks facilities from all liability from any and all loss or damage I may have and any 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 Seven Oaks whether caused by the negligence of Seven Oaks, its owners, agents, employees, volunteer staff, rescue personnel, equipment manufacturers, or distributors or otherwise.

In consideration of being permitted to participate in the activities offered at Seven Oaks I assume full responsibility for any risk of bodily injury, death or property damage arising out of or related to activities offered at Seven Oaks. I assume full responsibility for any risk of bodily injury , death or property damage arising out of or related to the activities offered at Seven Oaks whether caused by the negligence of Seven Oaks, its owners, agents, employees, volunteer staff, rescue personnel, equipment manufacturers, distributors or otherwise.

In consideration of being permitted to participate in the activities offered at Seven Oaks I hereby agree to indemnify and save and hold harmless Seven Oaks, its owners, agents, employees, volunteer staff, rescue personnel, equipment manufacturers, and distributors from any loss, liability, damage, or cost they may incur arising out of claims generated while I participated in activities at Seven Oaks whether caused by their negligence or otherwise.

In consideration of being permitted to participate in the activities offered at Seven Oaks, I agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by Seven Oaks, its owners, agents, employees, volunteer staff, rescue personnel, and equipment manufacturers, and distributors, including negligent rescue operations and is intended to be as broad and inclusive as permitted by Iowa law and that if any portion is held invalid, it is agreed that the balance shall continue in full legal force and 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 Seven Oaks Recreation shall be litigated exclusively in the District Court of Boone County, Iowa and that all claims and suits shall be governed by the laws of the State of Iowa.

I have read this release and waiver of liability, assumption of rise 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.

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