

VISION TREYNOR GROUP

ASSUMPTION OF RISK – WAIVER OF LIABILITY – INDEMNIFICATION AGREEMENT

Vision Treynor Group (hereinafter “VTG”) may provide programs, equipment, fields, properties, and/or facilities in which participants engage in recreational and sport activities. I acknowledge and agree to the following as a participant and/or parent of a minor participant as set forth below:

Assumption of Risk: I understand there are certain risks involved in physical or recreational activities, sports, and/or the use of the associated equipment, fields, properties, and facilities provided by VTG. Some risks are inherent and cannot be totally eliminated, and I understand that they may result in personal injury, aggravation of known and unknown pre-existing health conditions, and even death. These risks include, but are not limited to: slips; trips; falls; collisions; contact with other participants; use of equipment, fields, properties, or facilities; effects of weather, including high heat and/or humidity and/or storms; transportation-related risks; and all other such risk. I voluntarily assume those risks and take full responsibility for losses sustained as a result of my participation or my minor child’s participation or use of VTG’s equipment, fields, properties, and/or facilities.

Voluntarily: My decision to participate or to allow my minor child to participate in any activities either provided by VTG or in any activities taking place in or on VTG’s fields, properties, or facilities is entirely voluntary.

Waiver of Liability: I agree that I will not hold VTG, its subsidiaries, affiliates, officers, coordinators or employees liable for personal injuries or loss of damage to my property which may result from my or my child’s participation in any activity provided by VTG or in any activity taking place on VTG’s fields, properties, or facilities, whether or not such liability is based on allegations of negligence. After having read this waiver and knowing these facts, and in consideration of acceptance of my participation or my child’s participation, I agree, for myself, my child, and anyone entitled to act on my behalf, to **HOLD HARMLESS, WAIVE AND RELEASE** VTG, its subsidiaries, affiliates, officers, coordinators or employees from any responsibility, liabilities, demands, or claims of any kind arising out of my child’s participation in any exercise, training, programs and/or events provided by VTG or any such activity taking place on VTG’s fields, properties, or facilities.

Indemnification: I agree to hold harmless, defend, and indemnify VTG from any and all claims arising from participation in activities sponsored by VTG or taking place on VTG’s fields, properties, or facilities or using VTG’s equipment.

Other: I also agree that this document is binding upon my heirs, next-of-kin, personal representative(s), administrators and successors, and those of my child. I do hereby acknowledge and agree that I have been given the opportunity to seek independent legal advice prior to signing this Agreement, and that I have had sufficient time to read the entire document. I have read and understand it, and I agree to be bound by its terms and conditions. I agree this agreement will be governed by the laws of the State of Iowa. By my signature I indicate that I have read and understand this agreement.

Name of Participant (print)	Signature of Participant	Date
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If Participant is a Minor, Parent/Legal Guardian MUST sign below:

Name of Parent/Legal Guardian (print)	Signature of Parent/Legal Guardian	Date
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