Seven Oaks Recreation
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 canoeing, kayaking, river tubing, hiking, paintball, camping, and mt. biking. 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 myself and to others.

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.

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 including transportation 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 HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK 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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