

VISITOR AGREEMENT

(INCLUDING ASSUMPTION OF RISK
AND AGREEMENT OF RELEASE AND INDEMNITY)



Vinton Parks and Recreation Department
701 East A Street
Vinton Iowa, 52349
Vprdzzone.com

PLEASE READ CAREFULLY BEFORE SIGNING, THIS IS A RELEASE OF LIABILITY AND A WAIVER OF CERTAIN LEGAL RIGHTS

This Agreement must be signed by all visitors of Vinton Parks and Recreation Department, (collectively referred to herein with VPRD's employees, owners, officers, directors, agents, independent contractors and assigns as "VPRD"). If the visitor is a minor, it must be signed by his or her parent or legal (court appointed) guardian, who signs for himself or herself and, if allowed by law, the minor visitor. "Visitor" as used in this Agreement includes participants in VPRD Activities (see below) and other persons that enter a VPRD facility or take part in a VPRD activity.

In consideration of the services of VPRD, I, an adult visitor or parent or legal guardian of a visitor who is a minor, acknowledge and agree as follows:

ACTIVITIES: This Agreement applies to facilities operated by VPRD, other facilities that VPRD uses for its activities, and any outdoor or remote locations where VPRD is conducting activities. Activities of VPRD ("VPRD Activities") include but are not limited to the following: the use of roped (top rope, auto-belay and lead climbing) climbing walls, bouldering areas, weights and other training and fitness equipment, participation in activities or events including gear demonstrations, parties, clinics, training, and other classes, remote outdoor climbing, camps and classes, travel to other activity sites, use of parking areas, the rental or borrowing of equipment from VPRD, and other activities and use of facilities and equipment at a VPRD gym or elsewhere.

RISKS: I recognize and understand that there are risks, hazards and danger in VPRD Activities, inherent and otherwise, and that participation could result in injuries of all kinds, including serious injury or death. The risks involved in VPRD Activities include, but are not limited to: hazards in traveling to the location of an activity; parking and moving about parking and other areas in the vicinity of the gym or other activity site; falling, collision with objects, people or structures, falling onto uneven, worn or hard landing surfaces; being struck by other visitors or objects; loose handholds or loose rock, equipment failure even if equipment is properly used; the conduct, including negligent conduct, of other visitors, participants and staff; harm due to exposure to weather, plants or wildlife; potential exposure to pathogens and communicable diseases; the aggravation of pre-existing conditions; risks identified by VPRD through rules and warnings, whether written, oral or otherwise; and other foreseeable or unforeseeable risks. These and other risks are inherent in a visit to a VPRD facility or other activity site - that is, they cannot be eliminated without changing the nature of the visit and participation in VPRD Activities. Participation in VPRD Activities is voluntary and visitors may withdraw from participation at any time.

ASSUMPTION OF RISKS: Understanding these risks and dangers, and understanding that other risks will be encountered, I expressly assume all risks associated with VPRD Activities, inherent and otherwise, and whether or not described above. If the visitor is a minor, I have explained the activities and risks to him or her, and the minor wishes to participate in the VPRD Activities nevertheless.

RELEASE OF LIABILITY AND INDEMNITY: I, an adult visitor, or parent or guardian of a visitor who is a minor (for myself and, to the maximum extent allowed by law, on behalf of the minor) agree not to sue, and to release, discharge and indemnify (that is, defend and pay, including costs and attorney's fees) VPRD, lessees and owners of the properties on which VPRD Activities are conducted, and their respective members, owners, managers, directors and staff ("Released Parties") with respect to any damages, claims, liability, or causes of action arising out of my or the minor child's visit to VPRD facilities, or other site where VPRD Activities take place, the use of its facilities and equipment and participation in VPRD Activities. The obligation to indemnify includes any claim, liability, or cause of action by third parties, including other visitors, and a member of my, or the minor visitor's, families, arising out of my, or the minor visitor's, visit to the gyms or other VPRD activity site, the use of its facilities and equipment and participation in VPRD Activities. These agreements of release and indemnity include claims of negligence (but not gross negligence or intentionally wrongful conduct) of a Released Party.

OTHER:

1. I, or the minor visitor, am capable of participating in VPRD Activities and have no mental or physical condition that would cause me or the minor visitor to be a danger to ourselves or others.
2. I understand that I am responsible for assessing the quality of my, and the minor visitor's, climbing or fitness gear brought to the gym or other activity site and declare that it is in good condition for use. I understand that VPRD is not liable for any lost or stolen equipment or personal items brought to VPRD facilities or other VPRD Activity site.

OTHER: (continued from front)

3. I understand that in order to participate in VPRD Activities I, for myself or for the minor visitor of whom I am a parent or legal guardian, must sign this agreement; I, or the minor, must complete whatever instructional and/or certification program VPRD requires for the particular activity; and I, or the minor, must read and abide by all of VPRD's rules, warnings, and regulations. VPRD has no duty to monitor my visit to VPRD whether or not I participate in VPRD Activities.
4. In the event of an accident, I authorize VPRD to stabilize and obtain medical care, including transportation to a medical facility, for me or the minor visitor if, in the opinion of VPRD, medical care is needed and I am unable to make such decisions for myself. I agree to pay all costs associated with such actions on the part of VPRD, and to indemnify and hold VPRD harmless from any consequences resulting from such care.
5. VPRD is hereby authorized to take photos and video of me or the minor in connection with participation in VPRD Activities and has my permission to use my, or the minor's, name and likeness, without compensation, for marketing and other promotional purposes.
6. If a party seeks either to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.
7. I understand that this Agreement constitutes the entire agreement between VPRD and myself regarding the subject matter herein, and supersedes all prior agreements, and shall continue in effect and remain in force in perpetuity from the date it is executed, and covers my, or the minor visitor's, participation in all VPRD Activities including use of any of VPRD's facilities, equipment and parking areas.
8. If any provision or part-provision herein is invalid, illegal or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable. Any such modification shall not affect the validity of the remaining provisions of this Agreement.
9. This Agreement shall be construed in accordance with the laws (but not the conflict of law provisions which might invoke the laws of another jurisdiction) of the State of Iowa and for any suit, mediation or other resolution of a dispute arising under this Agreement I, for myself and on behalf of the minor visitor hereby submit to the exclusive jurisdiction of the courts of Benton County, Iowa. I voluntarily waive any right I or the minor child may have to a jury trial in any action under this Agreement.

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS ACKNOWLEDGMENT AND ASSUMPTION OF RISKS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT. I intend for it to apply to the fullest extent allowed by law, and to be binding upon members of my, or the minor child's, family, and our respective, heirs, assigns, and administrators.

Visitor:

Date Name (please print) Signature

Address City State Zip Code

Phone E-Mail Address Date of Birth

Parent or Legal Guardian (if the Visitor is a minor):

Date Name (please print) Signature