

**MYSTIQUE COMMUNITY ICE CENTER FITNESS PARTICIPANT**

**RELEASE, WAIVER & HOLD HARMLESS AGREEMENT**

In consideration of payment of the annual fee of \$75.00 and being permitted to walk, jog, run, exercise, or engage in any related activities (hereinafter "Activities") at the Mystique Community Ice Center, 1800 Admiral Sheehy Drive, Dubuque, Iowa 52001 (hereinafter "Mystique") which is owned by the City of Dubuque, Iowa (City) , the undersigned expressly acknowledge, appreciates, and agrees that:

- 1. Release, Waiver, and Hold Harmless.** In consideration of the opportunity afforded to me to engage in the Activities at Mystique, I will not make a claim against the City, or any of their affiliated organizations, or any of their officers, employees, or directors collectively for injury or death, or damage to my property, however caused, arising from my participation in Activities at Mystique, including the negligence of the City.

Without limiting the generality of the foregoing, I hereby waive and release any rights, actions, or causes of action resulting from personal injury or death or damage to my property, sustained in connection with my participation in the Activities at Mystique, including those resulting from the negligence of the City. In the event any suit is brought, I agree for myself, executors, administrators, heirs, and assigns to defend, indemnify, and hold harmless the City, any of their affiliated organizations, or any of their officers, employees, or directors collectively or individually, from any and all liability for any sums or damages personally or to property whether such claims are brought in equity or at law which might arise out of my participation in the Activities at Mystique, including, but not limited to, death or injury, including attorneys' fees, costs, and expenses, including those resulting from the negligence of the City.

**THIS RELEASE AND HOLD HARMLESS TO THE CITY AND OTHERS RELATES TO ALL CLAIMS BASED UPON ACTS AND ALLEGED FAILURES TO ACT, INCLUDING CLAIMS BASED UPON THE NEGLIGENCE OF THE CITY.**

- 2. Medical Treatment.** I hereby consent to the administration of first aid and other medical treatment in the event of an injury and agree to pay the costs of any such medical expenses. I hereby release and forever discharge the City from any claim whatsoever which arises or may hereafter arise because of any first aid, treatment, or service rendered in connection with my participation in the Activities at Mystique.
- 3. Assumption of Risk.** I understand the Activities may be hazardous. I hereby expressly and specifically assume the risk of injury or harm in the Activities and release the City from all liability, illness, death, or property damage resulting from the activities including those resulting from the negligence of the City.

4. **Insurance.** I understand that I will not be covered by any medical, health, accident, disability, or other insurance coverage provided by the City and that I will not be eligible for any workers' compensation benefits.
5. **Photographic Release.** I hereby consent to the unrestricted use by the City and/or persons authorized by them of any photographs, recordings, interviews, videotapes, motion pictures, or similar visual recording of the Activities at Mystique.
6. **Other.** I understand that I will not be paid for services. In all activities I understand that I am responsible for my own safety and for the safety of the group.

*I hereby state that I have read this agreement carefully before signing, I sign this waiver as my own free act and deed, and I understand what it means and what I am agreeing to by signing.*

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Signature

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Date

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Printed Name

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Phone Number

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Address

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Emergency Contact (Print)

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Phone Number

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Relationship