

RELEASE OF LIABILITY

READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of Strength and Agility training organized by *Grand Slam Strength*, of 4113 121st St, Urbandale, Iowa, 50323 and/or use of the property, facilities, and services of *Grand Slam Strength*, I agree for myself, and (if applicable) for the members of my family, to the following:

1. **AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by *Grand Slam Strength*, or the employees, representatives, or agents of *Grand Slam Strength*.
2. **ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (If applicable) my family members, and further release and discharge *Grand Slam Strength* for injury, loss or damage arising out of my or my family’s use of or presence upon the facilities of *Grand Slam Strength*, whether caused by the fault of myself, my family, *Grand Slam Strength* or other third parties.
3. **INDEMNIFICATION.** I agree to indemnify and defend *Grand Slam Strength* against all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family’s use of or presence upon the facilities of *Grand Slam Strength*.
4. **FEES.** I agree to pay for all damages to the facilities of *Grand Slam Strength* caused by any negligent, reckless, or willful actions by me or my family.
5. **CONSENT.** I consent to the participation in the activity of *Strength and Agility Training* and agree to all of the terms and conditions of this Agreement.
6. **MEDICAL AUTHORIZATION.** In the event of an injury to the above minor during the above described activities, I give my permission to *Grand Slam Strength* or to the employees, representatives or agents of *Grand Slam Strength* to arrange for all necessary medical treatment for which I shall be financially responsible. This temporary authority will begin on (date) _____ and remain in effect until terminated in writing by the undersigned or when the above-described activities are complete. *Grand Slam Strength* shall have the following powers:
 - a. The power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or hospital;
 - b. The power to authorize medical treatment or medical procedures in an emergency situation; and
 - c. The power to make appropriate decisions regarding clothing, bodily nourishment, and shelter.
7. **APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Iowa law.
8. **NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that *Grand Slam Strength* has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.
9. **ARM’S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arm’s length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of the Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either “for” or “against” a particular party based upon the status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
10. **ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applies to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.
11. **IMAGE RELEASE.** I understand that my image/likeness may be used in promotional and advertising material in all manners of media including, but not limited to, photos, videos, social media, website posts, etc.
12. **EMERGENCY CONTACT.** In case of an emergency, please call:

Name: _____ Relationship: _____ Phone: _____

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Participant Signature: _____ Date: _____

Address: _____

By signing this Release of Liability, I represent that I have legal authority over and custody of the participant.

Parent/Guardian Signature (if participant is a minor): _____ Date: _____