

## **Can Play: Accident Waiver, Release of Liability and Media Release Form**

I hereby certify that I am the above named volunteer or parent or legal guardian of those who wish to volunteer in the activities offered by Can Play, an Iowa nonprofit corporation. I certify that the above-named person is physically capable of participating in all activities offered by Can Play, unless I have otherwise notified Can Play in signed writing.

In consideration of allowing the above-named person to volunteer in activities offered by Can Play, I hereby assume all the risks of allowing said person to participate in any and all activities offered by Can Play. I am aware that the participant will be engaging in physical activities that involve the risk of serious injury (including permanent disability and death) which may result from the actions or inactions of Can Play and other participants, through equipment utilized in the activities, and/or through other various means.

### Photography/Media Release

I hereby take action for myself, and each of our executors, administrators, heirs, next of kin, successors, and assigns as follows:

1. I hereby waive, release and discharge Can Play from any and all liability, including, but not limited to, liability arising from the negligence or fault of Can Play.
2. I agree to indemnify Can Play and hold it harmless for any and all liabilities or claims made as a result of the above-named person's participation in the activities of Can Play, and hereby promise not to sue Can Play for any injuries or damages resulting from the above-named child's participation in the activities offered by Can Play.

I understand that through activities offered by Can Play, the volunteer may be photographed and/or recorded. I hereby give my full consent to allow Can Play to photograph or record the volunteer, and also use his or her likeness for any and all purposes deemed appropriate by Can Play, which may include, but not be limited to, use in any exhibitions, public displays, publications, social media, web pages, commercials, art, and advertising. I agree not to seek compensation for any use of these images or likeness by Can Play.

This document shall be governed pursuant to the laws of the State of Iowa, and shall be construed broadly to provide a release and waiver to the fullest extent permissible by law. No amendment, waiver, change or modification of any of the terms, provisions or conditions of this agreement shall be effective unless made in writing and signed by a duly authorized agent of Can Play. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable, and, if for any reason, a court finds that any provision of this Agreement is invalid, illegal or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable, then such provision shall be deemed to be written and shall be constructed and enforced as so limited.

I HEREBY CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I ACKNOWLEDGE THAT I AM GIVING UP RIGHTS BY AGREEING TO THE CONTENTS OF THIS DOCUMENT, AND I ACCEPT IT OF MY OWN FREE WILL.