

## **PARTICIPATION AND ASSUMPTION OF RISK AGREEMENT, RELEASE AND CONSENT**

I hereby voluntarily elect to use, and/or to allow the minor child(ren) identified below (such child(ren) is(are) individually and collectively referred to herein as “*Child*”) to use, the facilities of Dubuque Racing Association, Ltd. located at 1855 Greyhound Park Road, Dubuque, Iowa, including, without limitation, the “*Island Social*” facilities (all such facilities are collectively referred to herein as the “*Island Social Facilities*”).

In consideration for being allowed to be present at and to participate in activities and events at the Island Social Facilities and to use the Island Social Facilities and equipment and any other services and/or attractions owned and/or provided by Dubuque Racing Association, Ltd., I hereby acknowledge and agree that this Participation and Assumption of Risk Agreement, Release and Consent (this “*Agreement*”) covers and is intended to release and provide certain benefits, legal protections, and considerations to Dubuque Racing Association, Ltd. and each of its employees, officers, managers, directors, affiliates, volunteers, agents, representatives, attorneys, insurers, and all other persons acting in any capacity on its behalf (Dubuque Racing Association, Ltd. and such persons are individually and collectively referred to herein as “*Island Social*”).

### **VOLUNTARY ASSUMPTION OF RISK AND POTENTIAL INJURIES**

**I fully acknowledge and understand that I and/or the Child will be engaging in activities that involve equipment such as axes and/or similar items and that the use of such items and other equipment, as well as participation in axe throwing and other attractions and activities at the Island Social Facilities, is inherently dangerous, physically strenuous and involves certain risks. I FURTHER FULLY ACKNOWLEDGE, AGREE, AND UNDERSTAND THAT SUCH RISKS INCLUDE BUT ARE NOT LIMITED TO: DEATH; SERIOUS PHYSICAL AND/OR EMOTIONAL INJURY; PARTIAL AND/OR TOTAL PARALYSIS; TEMPORARY AND/OR PERMANENT DISABILITY; FRACTURES, SPRAINS, PULLS, OR OTHER SERIOUS EXTERNAL OR INTERNAL INJURY TO LIMBS, NECK, TORSO, SPINE, WRISTS, HANDS, ANKLES, FEET OR OTHER BODY PARTS; LOSS OF LIMBS; BLINDNESS AND/OR EYE INJURY; CUTS; CONCUSSIONS; DISFIGUREMENT; DISEASE STRAINS; HEART ATTACK AND OTHER EXERTION-RELATED MEDICAL EVENTS; AND/OR OTHER DAMAGES AND INJURIES TO MYSELF, CHILD, AND/OR OTHER PERSONS AND PROPERTY RESULTING FROM THE MALFUNCTION OF EQUIPMENT AND/OR MY NEGLIGENCE, THE NEGLIGENCE OF CHILD, AND/OR THE NEGLIGENCE OF THIRD PARTIES, AND THAT SUCH RISKS AND DANGERS MAY ARISE FROM FORESEEABLE AND UNFORESEEABLE CAUSES.**

**I expressly acknowledge and agree that I and/or the Child are knowingly and voluntarily participating in inherently dangerous activities at the Island Social Facilities at our own risk and that the activities, actions and/or omissions of myself, the Child, other Island Social customers and/or Island Social employees could cause me and/or the Child significant bodily injury or death. I further expressly acknowledge and agree that Island Social is NOT responsible for any injury, damage or death resulting from participation in such activities; my actions or negligence; the actions or negligence of Child and/or other Island Social customers using the Island Social Facilities or participating in events and activities at the Island Social Facilities; and/or the negligence of Island Social employees including, without limitation, negligence in the supervision (or lack thereof) of the actions and/or activities of Island Social customers and/or usage of the Island Social Facilities and equipment.**

### **AGREEMENT TO PAY MY OWN MEDICAL EXPENSES**

I acknowledge, accept, and assume the risk of all medical conditions, limitations, or disabilities (whether temporary or permanent) that I or the Child possess (whether known or unknown), which might contribute to or exacerbate any injury I or the Child might sustain because of using the Island Social Facilities or any of its equipment. I acknowledge and agree that if medical assistance of any form (including, without limitation, emergency care, hospitalization, out-patient care, and/or physical therapy) is required or performed because of any injury I or the Child sustain while using the Island Social Facilities, such assistance shall be at my own expense.

**RELEASE OF LIABILITY**I, for myself and the Child and on behalf of our respective heirs, assigns, personal representatives, estates, next of kin and anyone else who can or may claim by or through such person or persons (collectively, the “*Releasing Parties*”), hereby forever knowingly and voluntarily, irrevocably and unconditionally release, waive, relinquish, discharge from liability and covenant not to sue Island Social or any of their respective officers, directors, agents, employees, attorneys, insurers, agents and representatives (collectively, the “*Released Parties*”), from any and all claims, demands, rights, actions, suits, causes of action, obligations, debts, costs, losses, charges, expenses, attorneys’ fees, damages, judgments and liabilities, of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, related to or arising, directly or indirectly, from: my or the Child’s presence at, access or entry to, and/or use of the Island Social Facilities and/or its equipment (whether attractions or otherwise); the condition, maintenance, inspection, supervision, control or security of the Island Social Facilities; the failure to warn of dangerous conditions at or in connection with the Island Social Facilities; and/or the acts or omissions of patrons or customers of Island Social or any of the Released Parties, including, without limitation, any claim for negligence, failure to warn or other omission, property damage, personal injury, emotional injury, illness, bodily harm, paralysis and/or death. I understand that this release and waiver applies to all equipment and all activities and games at the Island Social Facilities. I understand that this release and waiver applies to and includes all activities that I or the Child engage in at the Island Social Facilities, whether inside or outside the Island Social Facilities. In the event that any claim released herein is

brought by, or asserted on behalf of, the Releasing Parties, I shall immediately defend, indemnify and hold harmless the Released Parties, and any of them, from any loss or liability, including reasonable attorneys' fees, associated therewith or arising therefrom.

#### **ARBITRATION OF DISPUTES; TIME LIMIT TO BRING CLAIM**

- I (ON BEHALF OF MYSELF, THE CHILD AND THE RELEASING PARTIES) HEREBY ACKNOWLEDGE AND AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR MY OR THE CHILD'S ACCESS TO AND/OR USE OF THE ISLAND SOCIAL FACILITIES AND/OR ITS EQUIPMENT (INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE) SHALL BE DETERMINED BY ARBITRATION IN THE COUNTY OF DUBUQUE, STATE OF IOWA BEFORE ONE ARBITRATOR AND SHALL BE BROUGHT WITHIN ONE YEAR OF ITS ACCRUAL (i.e., the date of the alleged injury). THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS RULE 16.1 EXPEDITED ARBITRATION RULES AND PROCEDURES. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Iowa without regard to choice of law principles. Notwithstanding the provision with respect to the applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Sec. 1-16). I understand and acknowledge that the JAMS Arbitration Rules to which I agree are available online for my review at [jamsadr.com](http://jamsadr.com) and include JAMS Comprehensive Arbitration Rules & Procedures; Rule 16.1 Expedited Procedures; and JAMS Consumer Minimum Standards Of Procedural Fairness.

I further understand that by agreeing to arbitrate any dispute as set forth in this section, I am waiving my right, and the right(s) of the Child and the Releasing Parties, to maintain a lawsuit against Island Social and the other Released Parties for any and all claims covered by this Agreement. By agreeing to arbitrate, I understand that I will **NOT**, and the Child and the Releasing Parties will **NOT**, have the right to have claim(s) determined by a jury. Reciprocally, Island Social and the other Released Parties waive their right to have their claim(s) determined by a jury.

I further agree that, in respect of any claim that is not subject to arbitration for any reason, all such claims shall be tried and litigated only in the state and federal courts located in or having jurisdiction over the County of Dubuque, State of Iowa. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, I (ON BEHALF OF MYSELF, THE CHILD AND THE RELEASING PARTIES) HEREBY WAIVE THE RIGHT, IF ANY, TO A JURY TRIAL OF ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR MY OR THE CHILD'S ACCESS TO AND/OR USE OF THE ISLAND SOCIAL FACILITIES AND/OR ITS EQUIPMENT.**

#### **PHOTO/VIDEO/SOCIAL MEDIA WAIVER**

In connection with my and the Child's presence at and use of the Island Social Facilities, I consent to the recording of the Child's and my physical likeness and/or voice through mechanical, photographic, technical, digital, electronic, or other means (individually and collectively, "**Recordings**"). I hereby consent to and authorize Island Social and its agents, representatives, employees, successors and assigns to use, in perpetuity, such Recordings, as well as the Child's name and my name, for any purpose, including advertising, promoting, exploiting and/or publicizing the Island Social Facilities. I further agree that the foregoing includes the consent to use the Child's and/or my physical likeness in any form. In addition, I (on behalf of myself, the Child, and the Releasing Parties) waive any and all claims I and/or Child may have in connection with the Recordings.

#### **TERM OF AGREEMENT**

I understand that this Agreement extends into the future and will have full force and legal effect each and every time I and/or the Child visit and/or use the Island Social Facilities.

#### **ACKNOWLEDGMENT OF CODE OF PATRON/CUSTOMER RESPONSIBILITY**

I, on behalf of myself and (if applicable) the Child, as patrons/customers of the Island Social Facilities, hereby acknowledge and agree that:

- a) there are inherent risks in the participation in the activities and use of the equipment at the Island Social Facilities, and we voluntarily accept the risks inherent in such participation and use;
- b) we have a duty to exercise good judgment and act in a responsible manner while using the Island Social Facilities and equipment, and we have a duty to obey and follow all oral and/or written warnings, education and instruction provided by Island Social (including all information posted online and/or onsite) prior to and during participation in activities at the Island Social Facilities;
- c) we have a duty to properly use all safety equipment provided by Island Social;

d) we have a duty to conform with or meet height, weight or age restrictions imposed by Island Social involving the use of equipment or participation in activities at the Island Social Facilities;

e) we have a duty to refrain from participation in any activity or use of equipment at the Island Social Facilities if such participation or use would not be advisable or recommended due to any circulatory condition, heart or lung condition, recent surgery, back or neck condition, pregnancy, and/or other pre-existing medical condition that I or the Child may have;

f) we have a duty to use the attractions and other equipment at the Island Social Facilities within our own limitations, training and acquired skills; and

g) I have a duty to familiarize myself with all safety rules in respect of activities at the Island Social Facilities, to explain such safety rules to the Child, and to ensure that I and the Child obey all such safety rules.

**NOTICE TO THE MINOR CHILD'S PARENT OR GUARDIAN:**

**READ THIS FORM COMPLETELY AND CAREFULLY. BY SIGNING, YOU ARE AGREEING TO LET THE MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF ISLAND SOCIAL AND ALL OTHER RELEASED PARTIES USE REASONABLE CARE IN PROVIDING THE ACTIVITIES AT THE ISLAND SOCIAL FACILITIES, THERE IS A CHANCE THE CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP THE CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM ISLAND SOCIAL AND ALL OTHER RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY TO AND/OR DEATH OF THE CHILD AND/OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS OF PARTICIPATION IN THE ACTIVITIES AT THE ISLAND SOCIAL FACILITIES. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND ISLAND SOCIAL AND ALL OTHER RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET THE CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

By signing below, I hereby represent and warrant to Island Social that: I have had sufficient opportunity to read this Agreement; I have read this entire Agreement (including the preceding paragraph); I understand each and every term of this Agreement, including the release of liability and waivers contained in this Agreement; I knowingly and voluntarily agree to be bound by each of the terms of this Agreement; I understand that employees working at the Island Social Facilities do not have the authority to waive any provision of this Agreement; this Agreement constitutes and contains the entire agreement between Island Social and me relating to my and the Child's (if applicable) use of the Island Social Facilities; and there are no other agreements (oral, written, or implied) with respect to the matters covered by this Agreement. By signing below, I hereby further represent and warrant to Island Social that: I am 18 years of age or older; and, to the extent this Agreement pertains to the Child's presence at or use of the Island Social Facilities, I am the parent, legal guardian, natural guardian or power-of-attorney of the Child identified below, and I have the authority to execute this Agreement on the Child's behalf and to act on the Child's behalf. I further agree to indemnify and hold harmless the Released Parties from any and all claims which are brought by or on behalf of me, the Child, the Releasing Parties, or any of them, which are in any way connected with, arise out of, or result from the use of the Island Social Facilities, and I agree that this Agreement and the releases and waivers contained herein shall be construed in accordance with the laws of the State of Iowa and that, if any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby

**BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT IF I OR THE CHILD IS INJURED IN ANY WAY, THIS WAIVER PREVENTS AND PROHIBITS ANY RECOVERY (MONETARY OR OTHERWISE) FROM ISLAND SOCIAL AND THE OTHER RELEASED PARTIES.**

**Parent/Legal Guardian/Power of Attorney/Participant (if 18 or older):**

**Signer First Name:** \_\_\_\_\_ **Signer Last Name:** \_\_\_\_\_

**Signer Birth Date:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip code:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Minor Child(ren):** certify that I am the parent or legal guardian of the above mentioned child(ren)