

SWIMMING POOL USER RELEASE AND INDEMNITY

IN CONSIDERATION of receiving permission to utilize the Guttenberg Swimming Pool facilities for a private party to be held on the ____ day of _____, 2024, the receipt of such permission being hereby acknowledged; I (we), the undersigned, do release the City of Guttenberg, Iowa; the Guttenberg Swimming Pool Commission; and their agents and employees from any and all liability, claims, demands, actions, and causes of action whatsoever, arising out of or related to any loss, damage or injury, including death, that may be sustained by any or each of the undersigned, while in, on or upon the premises generally described as the Guttenberg Swimming Pool and Limbeck Park.

Each of the undersigned being duly aware of the risks and hazards inherent upon utilizing said facilities hereby elects voluntarily to enter upon said premises and hereby voluntarily assumes all risks of loss, damage or injury, including death, that may be sustained by any or each of the undersigned, or any property of any or each of the undersigned while in or upon said premises. In further consideration of the permission granted to utilize said facilities and premises, I (we) agree to not institute any suit, action at law, or make any claim against the City of Guttenberg, Iowa; the Guttenberg Swimming Pool Commission; and their agents and employees for or by reason of any damage, loss or injury either to person or property or both, whether developed or undeveloped resulting from the use, occupancy or presence at or upon said premises: and I (we) hereby further agree to indemnify and save harmless the City of Guttenberg, Iowa; the Guttenberg Swimming Pool Commission; and their agents and employees against any claim for damages, compensation or otherwise that might arise if any litigation arising on account of any claim made by the undersigned.

This Swimming Pool User Release and Indemnity shall be binding upon the distributees, heirs, assigns of each of the undersigned.

In signing the foregoing, each of the undersigned hereby acknowledges and represents:

- a. That he/she has read the foregoing Release, understands it, and signs it voluntarily.
- b. That he/she is over eighteen (18) years of age and of sound mind; or if a minor, that the undersigned is a parent-legal guardian of said minor and is signing in that capacity.
- c. That he/she is fully aware and understands that alcoholic beverages are not allowed on the pool premises.

IN WITNESS WHEREOF, each of the undersigned, has hereunto set his hand this ____ day of _____, 2024.

