

K9COLA Release of Liability and Indemnification Agreement
K9Splash! 2009 Swim Event – August 22 and August 23, 2009

I acknowledge that I voluntarily have applied to participate and use, with my dog(s), the City of Cedar Rapids' Bever Pool ("the pool") for the two-day swimming event on August 22 and August 23, 2009

I understand that the act of unleashing my dog(s) and being physically present inside the pool area necessarily involves risks of injury to me, to other people, to my dog(s), and to other dogs. I understand these risks are entirely my responsibility. I expressly assume these risks. I am aware of the risks and hazards inherent upon entering the pool area and I choose to voluntarily enter the premises, knowing the conditions might become more hazardous and/or dangerous for myself and/or dog(s) and I voluntarily assume all such risks, loss, damages, or injury that may be sustained by entering the pool.

By signing this release of liability and using the pool, I hereby fully and forever release and discharge the City of Cedar Rapids, the City of Cedar Rapids Parks' Department, the City of Cedar Rapids Recreation Department, Cedar Rapids Animal Control, K9COLA Citizens for Off-Leash Areas, and their volunteers, employees and agents from any claims, demands, damages, rights of action or causes of action present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of my use or intended use of the pool. I fully and forever release and discharge the City of Cedar Rapids, the Cedar Rapids Parks' Department, the Cedar Rapids Recreation Department, Cedar Rapids Animal Control, K9COLA Citizens for Off-Leash Areas, and their volunteers, employees and agents from any and all negligent acts and omissions in the same.

By signing this agreement I also agree to indemnify the City of Cedar Rapids, the City of Cedar Rapids Parks' Department, the City of Cedar Rapids Recreation Department, Cedar Rapids Animal Control, Team K9COLA Citizens for Off-Leash Areas, and their volunteers, employees and agents from any claims, demands, damages, rights of action or causes of action present or future, whether the same be known or unknown, anticipated or unanticipated, brought against any or all of such entities based on my use or intended use of the pool.

I grant the City of Cedar Rapids, the City of Cedar Rapids Parks' Department, the City of Cedar Rapids Recreation Department, Cedar Rapids Animal Control, K9COLA Citizens for Off-Leash Areas, and their volunteers, employees, and agents permission to use pictures or videos taken of me, my family, and/or my dog(s) during participation in this event. I understand these images may be used for promotional, news, research, and/or educational purposes, including on the Internet. I understand that images posted on the Internet can be downloaded by any computer user. I waive my right to inspection or compensation, and I release, discharge, and hold harmless the above-mentioned groups and individuals from any and all claims, demands, or causes of action that I may hereafter have by reason of anything contained in the photographs or video.

I have carefully read this release of liability and understand and fully agree with its contents.

This is a release of liability. Do not sign if you do not understand or do not agree with its terms. Anyone entering the pool area must sign this waiver. Parent(s) please list your minor child(ren)'s name(s).

Name(s) (please print): _____

Signature(s): _____

Date: _____