

## WAIVER, RELEASE AND INDEMNITY AGREEMENT

1. **"Participants" and "Releasees" and "Property" Identified.** This instrument is executed:
  - a. by each individual whose signature and address are reflected under the caption "Participant(s)". The term "Participants" shall be construed as in the singular or plural number according to the context.
  - b. in favor of SKN Enterprises, LLC, an Iowa limited liability company ("SKN") which is the Tenant of a 60 by 80 foot building and adjacent grounds and parking (the "Premises") on "Property" legally described as:

**A PARCEL IN THE SOUTHEAST QUARTER (SE¼) OF SECTION TEN (10), TOWNSHIP NINETY-FIVE (95) NORTH, RANGE TWENTY-ONE (21) WEST OF THE 5<sup>TH</sup> P.M., CERRO GORDO COUNTY, IOWA AS DESCRIBED AND DEPICTED IN THE PLAT OF SURVEY DATED SEPTEMBER 22, 2000 AND FILED SEPTEMBER 26, 2000 IN DOCUMENT NO. 0007662 IN THE OFFICE OF THE CERRO GORDO COUNTY RECORDER; CONTAINING 13.53 ACRES AND SUBJECT TO EASEMENTS OF RECORD; Locally described as 11122 Killdeer Avenue, Rockwell, Iowa 50469; Parcel Nos. 10-10-400-006-00 and 10-10-400-006-01,**
  - c. in favor of Scott W. Nelson and Kathryn J. Nelson ("Nelsons"), the owners of the Property.
  - d. in favor of "Releasees", and which term includes Nelsons and their guests, invitees, licensees, and successors and assigns, and SKN and its invitees, guests, licensees, members, officers, managers, employees, contractors, subcontractors, and successors and assigns.

2. **Activities Identified and Acknowledgments.** Participants (a) acknowledge Participants will apply or have applied to become a member of an "AAU Team" or participate with team members and sponsored or unsponsored activities for purposes of playing basketball and practicing and learning and enhancing skills related to the sport and (b) recognize that participation requires physical exertion, which may be strenuous and requires certain physical skills and (c) understand that others related to or unrelated to Participants and Releasees may be present and may be actively involved and (d) understand that there may be no or limited supervision and (e) understand physical injury is possible and (f) are fully aware of the risks and hazards involved.

3. **Assumption of Risks.** Participants (a) understand it is Participants' responsibility to consult with a physician prior to participating in the activities, and (b) represent and warrant that Participants are physically fit and have no medical or other condition which would prevent Participants' full participation in the activities.

4. **Waiver, Release and Indemnification.** For valuable consideration, the receipt and sufficiency of which are acknowledged, Participants:

- a. assume full responsibility for any risks, injuries or damages, known or unknown, which Participants might incur as a result of participating.
- b. knowingly, voluntarily, and expressly waive any claim Participants may have against Releasees for injury or damages that Participants may sustain as a result of participating.
- c. forever waive, discharge, release and covenant not to sue Releasees for any injury or death caused by the negligence of Releasees.
- d. acknowledge this instrument is intended to be as broad and as inclusive as permitted by law and that if any portion is held invalid, the balance shall continue in full force and legal effect.
- e. agree this instrument also applies to any relatives, personal representatives, heirs, beneficiaries, spouses, parents, guardians, or assigns of Participants who might pursue any claim on Participants' behalf or pursue any claim relating to loss of services from Participants.
- f. agree to indemnify and hold Releasees harmless for all losses, claims, and expenses, including attorney fees and costs, that Releasees may incur by virtue of any claim that may be made by any of Participants.
- g. acknowledge that all obligations and duties of Participants are joint and several among Participants.

5. **Binding Effect.** This instrument is binding upon the successors and assigns of Participants and inures to benefit of the successors and assigns of Releasees.

"Participants"

\_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_  
 (Print or type name of Participant  
 under signature)  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_  
 Email: \_\_\_\_\_

\_\_\_\_\_ Dated: \_\_\_\_\_  
 \_\_\_\_\_  
 (Print or type name of Participant  
 under signature)  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_  
 Email: \_\_\_\_\_

If Participant is under age 18, each parent (or guardian) must also sign this instrument as a Participant.

If Participant is married, then the spouse of Participant must also sign this instrument as a Participant.

\_\_\_\_\_ Parent/Guardian/Spouse  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_  
 Email: \_\_\_\_\_

\_\_\_\_\_ Parent/Guardian/Spouse  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_  
 Email: \_\_\_\_\_