

Reiman Gardens – Pumpkin Carving

Iowa State University Participation Agreement

PLEASE READ THIS PARTICIPATION AGREEMENT CAREFULLY. It is a LEGAL AGREEMENT and it affects any rights you/your child may have if you/your child is injured or otherwise suffers damages while participating in Pumpkin Carving at Reiman Gardens at Iowa State University. Parents and legal guardians of minor participants are responsible for carefully reviewing all program materials and for selecting programs that are appropriate for their child.

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY,

INDEMNIFICATION, AND MEDICAL EMERGENCY PERMISSION

The Participant identified in this Agreement desires to voluntarily participate in Pumpkin Carving at Reiman Gardens. As a condition of and in consideration for allowing Participant to participate, Iowa State University, on behalf Reiman Gardens, requires that the Participant (and the Participant's parent/legal guardian if under 18 years of age) agree to the terms of this Agreement. Participant (and minor participant's parent or legal guardian) hereby agrees to the following terms and conditions:

1. I understand that there are inherent risks associated with pumpkin carving that cannot be eliminated regardless of the care taken to avoid injuries. These risks and injuries include, but are not limited to: cuts, use of sharp blades and instruments. I assume full responsibility for any risk of loss, property damage, or personal injury that may be sustained by me, or any loss or damage to property owned by me as a result of my participation in this activity.
2. I hereby voluntarily RELEASE FROM LIABILITY, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Reiman Gardens; Iowa State University; Board of Regents, State of Iowa; the State of Iowa and any of the officers, servants, agents and employees of the above-mentioned entities (hereinafter referred to as RELEASEES) for any liability, claim and/or cause of action arising out of or related to any loss, damage or injury, including death, that occurs as a result of my participation in the specified activities. This release includes claims based on the negligence of RELEASEES to the fullest extent permitted by applicable law, but does not include claims based on the intentional misconduct or gross negligence of RELEASEES.
3. I also ASSUME THE RISKS of my participation in the specified activities and agree to not hold the RELEASEES responsible for any loss, damage or injury, including death that occurs as a result of my participation in the specified activities.
4. I further agree to INDEMNIFY AND DEFEND the RELEASEES for any liability, claim and/or cause of action arising out of or related to any loss, damage or injury, including death that occurs as a result of my alleged conduct or failures during my participation including claims based on my alleged negligence, gross negligence, and/or intentional conduct.

5. I further agree that this PARTICIPATION AGREEMENT shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, COVENANT NOT TO SUE, AND INDEMNIFICATION AGREEMENT with respect to the above-named RELEASEES. I hereby further agree that this PARTICIPATION AGREEMENT shall be construed in accordance with the laws of the State of Iowa.

6. If an injury or other medical condition occurs or arises, I HEREBY GIVE PERMISSION to the ISU representative to seek medical treatment or service, including without limitation first aid, hospitalization, and emergency ambulance service for me (participant). In the event of an emergency where the Emergency Contact(s) listed below cannot be reached and/or timing does not allow, I hereby give permission to the physician/hospital selected by the ISU personnel in charge to secure and administer treatment, including without limitation hospitalization and other services deemed medically necessary. I understand that Iowa State University does not provide health or accident medical insurance for participants in campus activities. Accordingly, I understand and agree to be financially responsible for any costs incurred as a result of any medical or health treatment and services, and hereby agrees to make full payment for such to the attending medical personnel and/or health care facility rendering such treatment and services.

7. PHOTO AUTHORIZATION AND RELEASE FORM: In consideration for my permitted attendance/participation in the above identified event, I hereby agree and authorize Iowa State university of Science and Technology on behalf of its department/unit identified above (together, "ISU") to, without any restriction, record, use, publish, edit, and distribute my photograph, image, or likeness, and/or a recording of my voice or the event in whole or in part, and authorize others to do so. This authorization is provided to ISU wither used individually or in conjunction with other photographs or recordings from this event or other events, in any manner or form, in any medium whether now known or developed in the future, at any time or place desired by ISU, including the publication on the internet and inclusion in promotional materials regarding ISU programs.

Further, I hereby agree to:

- RELEASE AND DISCHARGE ISU from any liability or claim that arises out of or is related to any use or alteration that may occur in the use, marketing and editing of the event or use of my image, voice, or likeness.
- INDEMNIFY AND HOLD HARMLESS ISU from any liability or claim arising out of or related to the use of dissemination of my image, voice or likeness.
- WAIVE any right to inspect, approve, restrict or improve the finished version, including written copy that may be created in connection with the photographs, images and/or voice recordings.

I agree that I am to receive no further consideration, other than that already received, for any use or future uses by ISU. I intend for this agreement to be binding on my heirs and successors, and it represents the entire agreement between ISU and me regarding the matters herein agreed.

**BY SIGNING THIS PARTICIPATION AGREEMENT, I STATE THAT I HAVE READ,
UNDERSTAND, AND AGREE TO THE CONDITIONS SET FORTH HEREIN AND THAT I SIGN
THIS FORM FREELY AND VOLUNTARILY.**

Service Group: _____

Date of Service Project: _____

Volunteer name (printed): _____

Volunteer Signature: _____