

# GENERAL LIABILITY WAIVER & POLICIES

## RELEASE & WAIVER OF LIABILITY

IN CONSIDERATION of being permitted to participate in programs and activities coordinated by the City of Johnston's Parks and Recreation Department, the undersigned hereby agrees:

1. Parks and recreation activities may be dangerous and involve the risk of serious injury and/or death and/or property damage. I accept and understand this risk. I understand that I am not required to participate in these activities and do so voluntarily.
2. To release, waive, discharge, and covenant not to sue the City of Johnston, its officers, employees, or agents ("Released Parties") for any and all loss or damage, and any claim or demands therefor on account of any injury to persons or property or death arising out of or related to my participation in the City's parks and recreation activities whether caused by the negligence of the Released Parties or otherwise.
3. To assume full responsibility for any risk of bodily injury, death, or property damage arising out of or related to my participation in the City's parks and recreation activities whether caused by the negligence of Released Parties or otherwise, including the costs of any medical attention provided to me.
4. To indemnify and save and hold harmless the Released Parties and each of them from any loss, liability, damage, or cost, including attorneys' fees, they may incur arising out of or related to my participation in the City's parks and recreation activities, whether caused by the negligence of the Released Parties or otherwise.
5. That this Release and Waiver of Liability, Assumption of Risk Acknowledgement extends to all acts of negligence by the Released Parties and is intended to be as broad and inclusive as is permitted by the laws of the State of Iowa and that if any portion there is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

## PHOTO RELEASE

I understand that photos & videos may be taken of participants in the programs, classes, and activities, or of people in the city's parks. These photos & videos may be used in future marketing materials.

## CONDUCT POLICY

The City of Johnston Parks & Recreation Department enforces the following rules of conduct to ensure the rights and safety of its patrons and staff, and to protect its materials, equipment, facilities, buildings, and grounds.

Patrons using the Crown Point Community Center are required to:

- Complete a membership form and update information as needed.
- Sign in on the check-in computers each visit.
- Adhere to the technology use policies when using CPCC equipment.

Patrons visiting Crown Point Community Center property may NOT:

- Engage in any behavior or activity that endangers the health or safety of others.
- Participate in illegal activities.
- Engage in lewd or inappropriate behavior.
- Interfere with another individual's use of the CPCC or the staff's performance of duties.
- Misuse, damage, or steal CPCC property or the property of others.
- Use tobacco products or electronic cigarettes within 25 feet of the facilities.
- Possess, consume, or be under the influence of alcohol (except during approved programs/events) or illegal substances.
- Consume food or uncovered beverages in non-designated areas of the building.
- Use unauthorized entrances and exits or enter nonpublic areas.
- Bring animals into the building, except service animals or those involved in CPCC programs.
- Conduct surveys, petition, solicit, campaign, or engage in commercial activities, except for authorized CPCC purposes.
- Interview, photograph, or audio/video record customers or staff unless authorized by CPCC staff.
- Use the building without shoes or appropriate attire.

## REFUND POLICY

Participant cancellations will be eligible for a refund **ONLY** if cancellations are made before the registration deadline (varies by class, but usually one week before the class begins.) After that, no refunds will be given except for unforeseen medical reasons or program cancellations. Refunds for unforeseen medical reasons will be prorated based on the number of remaining classes. If more than 50% of the program has been completed, no refund will be issued.

## CANCELATION POLICY

If a program does not have a sufficient number of participants registered by the registration deadline, the City of Johnston Parks & Recreation staff reserve the right to cancel the program. Participants will be notified and a full refund will be given. Refunds will be credited to the participant's RecDesk account or mailed in the form of a check within 15 business days upon request.

## WEATHER POLICY - RECREATION

- If school has a late start, some AM classes are canceled, but PM classes are held.
- If school has early dismissal, all programs after that time are canceled.

- If school is canceled, our programs are canceled.

## WEATHER POLICY - CROWN POINT COMMUNITY CENTER (CPCC)

- If school starts 2-hours late, the CPCC will open at 10:00 am. All programs and activities that begin before 10:00 am are canceled.
- If school is closed, the CPCC is closed and all programs and activities are canceled.
- If early dismissal, the CPCC will close early (approximately the same time as school dismisses- depending on the day's activities).
- If no school is in session and the weather is questionable, visit our website or call the CPCC at 515-727-8091.

## CREDIT CARD SERVICE FEE

There is no Credit Card Service Fee for online registrations. Please be aware that a non-refundable credit card service fee of 2.65%+\$0.25 applies ONLY to in-office and over-the-phone credit card transactions. To avoid the credit/debit card service fee, simply register from a computer, or pay by check or cash at the Parks & Recreation office at CPCC.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK ACKNOWLEDGEMENT. I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

---

First & Last Name

---

Signature

---

Date