

CITY OF DES MOINES
**VOLUNTEER YOGA INSTRUCTOR
RELEASE AND WAIVER OF LIABILITY AND
ASSUMPTION OF RISK AGREEMENT AND PHOTO RELEASE**



THIS AGREEMENT entered into the _____ day of _____, 2024,

between the City of Des Moines, acting through its Parks and Recreation Department (hereinafter

"City") and between _____,
Name

Studio Name

Address City Zip

Email Phone
(hereinafter "Instructor").

WHEREAS the City Parks and Recreation Department organizes/sponsors various sports and recreational/fitness programs and desires to offer yoga classes which are approximately 60 minutes in length free of charge to the public; and

WHEREAS Instructor desires to volunteer to teach, at a mutually agreed upon date(s), a beginning level yoga class to the public, in a City program entitled "Yoga in the Park" (hereinafter "Class").

I agree to:

- 1) Provide instruction for the Class at no charge to the City. Furthermore, I understand that no studio or instructor signage will be allowed at the Class site. I understand that I may (a) identify myself and my studio during the Class and (b) receive promotional mentions for myself or the studio in the event of an airing of the Class online.
- 2) recognize that some of the participants may have no yoga experience and that participants will be of varying levels of fitness and physical condition. I warrant that I am competent to teach the Class, that I am a trained and experienced instructor in the type of yoga practice that I will teach during the Class, and I will present it in compliance with all generally accepted safe instruction measures to ensure the safety of the Class participants.
- 3) accept only those participants who, prior to or on the day of my instruction have been registered for the Class through the Park and Recreation Department by execution of the PERMISSION TO PARTICIPATE, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT AND PHOTO RELEASE form. I agree to, prior to the commencement of the Class, remind all participants that they must have checked in with the registration personnel to ensure that all have signed the PERMISSION TO PARTICIPATE, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT AND PHOTO RELEASE form (to be provided by the City) and that such registration is required to participate in the Class.
- 4) give my consent to the video recording of the Class, and its airing or use online and other media outlets. I understand that the Class may not be aired or used.

- 5) Contact the Special Events Supervisor, Molly Rupert, 309-371-5646, and contact a substitute instructor from the program's pre-determined, approved list to instruct the class, as soon as possible, if I am not able to instruct the Class due to unforeseeable emergency or illness.
- 6) It is understood and agreed that the Instructor is a volunteer and not an employee of the City.

In consideration of me, or my minor child, being permitted to participate in any way in the above-named Volunteer Program, I, the Undersigned, for myself and my minor child, all of my or my minor child's, personal representatives, executors, administrators, heirs, next of kin, successors and assigns, herein referred to as "Releasors", do hereby:

- 7) Acknowledge that this volunteer service carries with it the potential for serious injury, death and/or property damage, and certify as to my physical fitness and that of my minor child to participate and declare that neither I, nor my minor child, have been advised otherwise by a qualified medical professional.
- 8) Acknowledge, agree, and represent that I and my minor child will, at all times, be aware of the surroundings during the volunteer service and agree that if I or my minor child consider anything related to this Activity to be unsafe, will immediately advise the Activity officials of such, and if necessary, will leave the area or refuse to participate further in the volunteer service.
- 9) Waive, release and discharge, and covenant not to sue, the City of Des Moines, Iowa, its elected and appointed officials, employees, volunteers, sponsors, partner organizations and agents, including others who give recommendations, directions, or instructions as part of this volunteer service, hereinafter referred to in this document as "City", from any and all liability to Releasors, except for my minor child, for any and all loss or damage, and any claim or demands therefore, on account of injury to the person or property, or resulting in my death or that of my minor child, including but not limited to illness or damage to me or my minor child's property arising out of or related to the volunteer service, including traveling to or from the volunteer service and before, during, and after the volunteer service.
- 10) Agree to Indemnify and Save and Hold Harmless the City and each of them from any loss, liability, damage, or cost to third parties that they may incur arising out of or related to me or my minor child's participation in this volunteer service.
- 11) Assume full responsibility for any risk of bodily injury, including but not limited to illness, death or property damage arising out of or related to the volunteer service. I agree to comply with all applicable safety rules, including wearing protective clothing, close-toed shoes/boots, safety goggles, gloves, and vest while performing my volunteer activities.
- 12) Agree that this Permission to Participate, Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement and Photo Release extends to all acts of negligence by the City, but excluding willful, wanton or reckless conduct, and is intended to be as broad and inclusive as is permitted by law including any governmental immunity afforded the City by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- 13) Authorize any medical treatment, including the administration of anesthesia, deemed advisable by any licensed physician and/or Emergency Responder (EMT) to relieve any injuries received or illness contracted by me or my minor child as a participant in this volunteer service. I hereby agree to pay all costs of any medical treatment or emergency transportation.
- 14) Authorize and consent to the City, its sponsors, and any news media, and their successors and assigns and those acting under their authority, to take, publish, use for public display in any media now or hereinafter known and including without limitation on the City's social media accounts, and copyright photographs, videotape or other audio or visual media, including broadcast in any media, of me or my minor child, including but not limited to those that capture me or my minor child's name, voice, and/or image, and agree that such may be used for any lawful purpose without limitation or reservation and without further compensation or approval.
- 15) Agree that no party shall be responsible for events that are unforeseeable and beyond its reasonable control, such as acts of God, weather delays, or government restrictions.

I have read the Permission to Participate, Release and Waiver, Assumption of Risk and Indemnity Agreement and Photo Release, fully understand its terms, understand that I have given up substantial rights of my own by signing it, and sign it voluntarily without assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the fullest extent permitted by law, including all acts of negligence by the City as stated above.

I agree that this Permission to Participate, Release and Waiver, Assumption of Risk and Indemnity Agreement and Photo Release will be IN EFFECT for 5 YEARS from the date of my signature and/or electronic submission, unless otherwise terminated by me in writing delivered to the City.

The City Shall:

- 1) Provide an elevated stage, public address system, and on-site staff to assist with Participant City Waiver and Release execution.
- 2) Provide promotion of the Yoga in the Park program through its website, newsletter, and social media.
- 3) At its discretion, record the class and broadcast or rebroadcast the class without restriction on the City social media and YouTube channels.

General Terms:

- 1) This Agreement represents the whole agreement of the parties, and any modification shall be in writing signed by the parties.
- 2) This Agreement shall be effective upon execution by the parties.

AGREED:

Instructor

Date

Benjamin R. Page
Parks and Recreation Director

Date