



## West Des Moines Parks & Recreation Special Event Requirements for Organizers

As an individual or organization requesting use of City of West Des Moines park property or right-of-way in the conduct of a special event, you have basic responsibilities to fulfill in order to conduct your event with the approval of the City of West Des Moines. However, receiving approval from the City does not preclude your responsibility for any additional permits, approvals, or state and federal regulations. The City reserves the right to impose special guidelines and restrictions based on the nature of the proposed event and its attendant circumstances. A \$225.00 non-refundable application fee must accompany the application.

The following guidelines and requirements apply to activities such as parades, runs/walks, athletic events, fundraisers, fairs/festivals, or outdoor concerts, involving the use of park property.

### **Required At the Time of Application:**

- A. Completed Special Event Permit Application and applicable fees
- B. Signed Hold Harmless Agreement
- C. Completed Applications and Fees for: Tent, Canopy, Membrane Permit and/or Sound Permit, if applicable
- D. A map that delineates the park property to be used, start and finish points and direction of flow, if applicable, as well as location(s) of portable toilets, tents/inflatables, sound equipment, stage, etc. (Maps are available on the City's website – [www.wdm.iowa.gov](http://www.wdm.iowa.gov))

### **Required Following Permit Approval:**

- E. The applicant must comply with insurance provisions requiring a certificate of insurance naming the “City of West Des Moines and its Boards, Commissions, Officers and Employees” as a co-insured in the following amounts:
  - 1. Public Liability Insurance for any one person not less than \$500,000
  - 2. Public Liability Insurance for any one accident not less than \$1,000,000
  - 3. Each policy and certificates shall have endorsed thereon:  
*“No cancellation of or change in this policy shall become effective until after ten (10) days notice by registered mail to: City Clerk, City of West Des Moines, 4200 Mills Civic Parkway, P.O. 65320, West Des Moines, IA 50265”*

### **Other Requirements:**

- F. The applicant must assume extra costs associated with public safety and sanitation at the level of service recommended by the City of West Des Moines Parks and Recreation Department. This includes the number and type of barricades, number of trash receptacles, and the number and hours of police/security officers to be provided by the sponsor organization and the portable toilets to be provided by the City.
- G. The applicant will be required to rent park facilities based on the size of the event. The rental period for shelters will be the entire event time including setup and teardown between the hours of 7:00 a.m. and 10:00 p.m. Events held at Raccoon River Park with over 300 participants will be required to rent all four shelters. The cost of shelter rental is not included in the Special Event application fee.
- H. A building/electric permit will be required for construction, electric, or plumbing work necessitated by the event. The cost of additional permits is not included in the Special Event application fee.
- I. If the event is to be held in a residential area, 90% of the residents within the enclosed area, including any listing agent with a home for sale within the area, must be in favor of and/or approve the request.
- J. For special events with mobile vendors, such as food trucks, all mobile vendors will need a Mobile Vendor Permit from the City of West Des Moines. These permits can be obtained from the City Clerk's Office. Call 222-3600 for more information.

*It is the expressly declared City intent that this policy shall be interpreted and administered so as to allow the fullest expression and guarantee of First Amendment rights, consistent with the protection of public health, safety, and welfare of the citizens of the City of West Des Moines.*



# City of West Des Moines Parks & Recreation Special Event Permit Application

Event Name:  Event Date:

Event Location:

Sponsor Organization:

Contact Name & Title:

Address:

City, State, Zip:

Day Phone:  Cell Phone:  Email:

Event Type: Check all that apply  
Walk/Run  Athletic Event  Fair/Festival  Outdoor Concert  Other

Event Time: Setup Start  Event Start  Event End  Teardown End

Event Description: Attach additional pages if necessary

Estimated Attendance:  Number of Pedestrians:  Number of Vehicles:

Admission/Registration Fees? Yes  No  If Yes, How Much

Product sales on site? Yes  No  If Yes, product liability insurance may be required for sales of food and drinks. Approval of the Parks & Recreation Director is needed prior to obtaining approval of the Iowa Department of Inspections & Appeals, Food & Consumer Safety Bureau.

Will beer be served or sold? Yes  No  If Yes, a Liquor Permit and Dram Shop Insurance are required when beer is sold or admission is charged for an event at which beer is served. Approval of the Parks & Recreation Director is needed prior to obtaining approval of the City Council for sale or service of beer in city parks. In some instances, approval by the State of Iowa is necessary. If beer is served/sold, the applicant must comply with the recommendations of the WDM Police Department and additional security will be required. In some instances, off-duty WDM Police Officers may be hired by contacting the WDM Police Department - Support Services. Alcoholic liquor and wine are prohibited within all WDM parks.

Will you use tents (w/ sides) greater than 200 sq. ft.? Yes  No  If Yes, a tent/canopy permit is required (application is included in this packet, complete and return with fees). Location of the tent/canopy must be coordinated with the Parks & Recreation Department. All tents/canopies must be anchored using weights. No in-ground staking is allowed. All tents/canopies must be removed from the park immediately following the event. The applicant must pay for repairs for any damage associated with the installation of the tent/canopy.

Will you use canopies (no sides) greater than 400 sq. ft.? Yes  No  If Yes, a tent/canopy permit is required (application is included in this packet, complete and return with fees). Location of the tent/canopy must be coordinated with the Parks & Recreation Department. All tents/canopies must be anchored using weights. No in-ground staking is allowed. All tents/canopies must be removed from the park immediately following the event. The applicant must pay for repairs for any damage associated with the installation of the tent/canopy.

Will you use inflatable rides or devices? Yes  No  If Yes, a membrane structure permit is required (application is included in this packet, complete and return with fees). Location of the inflatable must be coordinated with the Parks & Recreation Department. All inflatables must be anchored using weights. No in-ground staking is allowed. No inflatables utilizing water (i.e. water slides) are allowed. All inflatables must be removed from the park immediately following the event. The applicant must pay for repairs for any damage associated with the installation of the inflatable.

**Will you need access to a water source?** Yes  No  If Yes, what is the water to be used for? \_\_\_\_\_

Additional fees may apply \_\_\_\_\_

**Will you use amplified sound?** Yes  No  If Yes, a sound permit is required (application is included in this packet, complete and return with fees).

**Will you need access to electricity?** Yes  No  If Yes, please explain specific equipment used and amperage needed \_\_\_\_\_

Electricity is limited, onsite power may be insufficient to meet all needs.

**Is there special set-up you will need the City to provide?** Yes  No  If Yes, please explain \_\_\_\_\_

**Will you install event signs off park premises?** Yes  No  If Yes, signage for the event must adhere to the City's Sign Ordinance. Compliance may require a sign permit. Please ask staff for additional details regarding sign permits.

**Sanitation:** Number of portable toilets needed:  The following number of portable toilets are required in addition to park restrooms in accordance with estimated event attendance:

- For events with beer: 1 portable toilet for every 150 people
- For events without beer: 1 portable toilet for every 250 people

Garbage Collection Plans: \_\_\_\_\_

**Calculation of Fees:**

Special Event Application Fee (non-refundable)	\$ 225	<input type="text"/>
Tent/Canopy/Inflatable Membrane Permit Fee (if applicable)	\$ 50	<input type="text"/>
Sound Permit Fee (if applicable)	\$ 22	<input type="text"/>
Shelter Rental Fee	Varies by event, ask staff for assistance	<input type="text"/>
Portable Toilets (if applicable)	\$50 each x _____	<input type="text"/>
Other _____	_____	<input type="text"/>
<b>Total Due (payable to "City of WDM")</b>		<input type="text"/>

I hereby certify the above statements are true and correct, to the best of my knowledge, and that false statement(s) may be grounds for denial of the application. It is understood the activities at all times during the event shall comply with all federal, state, county, and City laws, ordinances, and regulations including all regulations adopted and established by the City. It is further understood the individual and the organization or association will be responsible for any and all damages arising as a result of this event.

In accordance with the executed Indemnification and Hold Harmless Agreement, the applicant hereby waives any and all claims which the applicant may have as a result of this event against the City of West Des Moines, Iowa its officers, agents, employees, or board members. It is further understood a certificate of public liability insurance will be required before conducting the proposed event.

I have been advised of the requirements for the conduct of a special event in West Des Moines and I, or the organization I represent, have met or will meet all requirements established by the City. Further, I understand that if all requirements are not met, the Special Event Permit can be canceled by the City at any time including at the start of or during the event. If this event is sponsored by an organization, I hereby certify I have the legal authority to represent the applicant and/or the participants, and I have read the requirements for issuance of the permit and the Hold Harmless Agreement, understand their provisions, and freely and voluntarily sign this application.

It is further understood the West Des Moines Parks and Recreation Director has the authority to grant or deny permission for this event.

**X** \_\_\_\_\_  
**Applicant Signature** **Name (please print)** **Date**

**Include with the completed application:**

- Payment of fees to "City of WDM"
- Signed Hold Harmless Agreement
- Applications for additional permits, if applicable.
- Event map

**Apply by Mail:**  
 City of West Des Moines  
 Parks and Recreation  
 P.O. Box 65320  
 West Des Moines, IA 50265

**Apply in Person:**  
 Parks and Recreation Office  
 4200 Mills Civic Parkway, Suite 1B  
 West Des Moines, IA 50265  
 Phone: 515-222-3444  
 Monday-Friday 8:00am - 5:00pm



# West Des Moines Parks & Recreation Hold Harmless Agreement

**WHEREAS**, the City of West Des Moines, Iowa (City) owns certain real property and public right-of-way which are under the direction and control of the West Des Moines City Council.

**WHEREAS**, (the "Organization") desires to use and occupy certain property containing the facilities and grounds at \_\_\_\_\_  
(Location)

**WHEREAS**, the Council is willing to grant to the Organization the right to use and occupy the location provided by the City, its officers, employees and agents, (collectively called "City") and any applicable Boards and its Board Members, (collectively called "Board").

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED**, the City and the Organization agree as follows:

1. The City hereby grants to the Organization the right to use and occupy the facilities and grounds identified above for a period commencing the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ for the purpose of the Organization activities.
2. In consideration of the use and occupancy of the facilities and grounds, the Organization does hereby agree to protect, indemnify, save, defend and hold harmless the City, its officers, employees and agents, (City) and/or the Board, its Board Members, employees and agents from and against any and all liability, losses, damages, injury, bodily injury, property damage, costs, expenses, attorney fees, judgments, awards, claims, suits, actions or other things whatsoever developed, brought or asserted by any person, firm, corporation, entity or estate, against the City or Boards which the City and the Boards may suffer, incur, or sustain by reason of, occasioned by, arising out of, resulting from or relating to directly or indirectly from the performance, undertakings, activity, omission, negligence, fault, or misconduct by the Organization, its officers, employees, agents, contractors, or the failure of the Organization to pay taxes, assessments, sales tax, withholding taxes or other public charges levied or assessed by reason of the operation of the activities or programs by the Organization. This hold harmless and indemnification provision includes any acts or omissions attributable to the Organization related to obtaining and maintaining all necessary documents to be completed by the event participants before they are allowed to participate in the Organization's activities, including but not limited to a release of liability for the City. The Organization shall be responsible for retaining such documents for three (3) years following completion of the activities and shall also provide copies of any such documents to the City upon the City's request.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to context.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

By \_\_\_\_\_  
Parks and Recreation

By \_\_\_\_\_  
Authorized Signatory of Organization (and Title)

# **City of West Des Moines Sound Permit Application**

**For the Outdoor Use of Sound Amplification  
Equipment**



City of West Des Moines  
City Clerk's Office  
4200 Mills Civic Parkway – Suite 2B  
P.O. Box 65320  
West Des Moines, Iowa 50265  
Phone: (515) 222-3600  
Fax: (515) 222-3640

[www.wdm.iowa.gov](http://www.wdm.iowa.gov)

A complete copy of the West Des Moines Noise Ordinance is available from the City Clerk's Office. The following is an excerpt from that ordinance as it pertains to the Sound Permit:

**4-7-11: REGULATION OF SOUND EQUIPMENT AND SOUND AMPLIFYING EQUIPMENT:**

- A. No person shall use or cause to be used any loudspeaker, loudspeaker system, sound amplifier or any other machine or device which produces, reproduces, or amplifies sound outside of buildings or other enclosed structures for the purpose of amplifying a live performance or pre-recorded music without first obtaining a permit to do so.
- B. A permit may be obtained by making application to the City Clerk or designee.
- C. Application requests shall be filed with the City Clerk. No application request shall be accepted for filing and processing unless it conforms to the requirements of this chapter, contains in a full, true and correct form the required materials and information prescribed by the forms supplied by the City Clerk and is accompanied by the appropriate fees.
- D. All permits are subject to approval by the City Clerk or designee. The City Clerk shall have the discretion to refer any sound permit request to the City Council for their review and action. **The City Council must approve any sound permit request that extends past ten o'clock 10:00 P.M.**
- E. The permit requires separate payment for each type of activity and permits shall be nontransferable. A permit for a single event or a series of events at the same location may be issued. The City Council, the City Clerk, or designee retains the ability to revoke or modify any issued permits for any alleged violations of this Chapter, including those based upon sound meter readings taken by the City. The Chief of Police or designee may also terminate the permit activity if the activity continues to exceed the maximum permitted sound level after the permit holder or the holder's employee or agent has been advised that the activity has exceeded the maximum permitted sound level.
- F. The permit shall be displayed on or immediately adjacent to the sound equipment.
- G. Each application request shall be accompanied by the fee specified by City Council resolution before it is accepted for filing and processing.
- H. If the property is a rental property, the applicant needs to have written permission from the landlord. If the property is under common ownership, the applicant needs to have written permission from the landlord or association.
- I. The use of any loudspeaker, loudspeaker system, sound amplifier, or any other similar machine or device which is permitted pursuant to this Section is subject to the following regulations:

- 1. The only sound permitted shall be either music or

human speech, or both.

2. The volume of the sound amplified pursuant to this Section shall not exceed the maximum permissive sound levels measured from the receiving land use, as outlined in this Chapter.

- \*J. Any radio, record player, stereo, television, compact disc player, tape deck or player that is rated for fifty (50) watts or less of electrical power, does not require a sound permit application.

**4-7-12: CONDITIONS OF SOUND PERMIT APPROVAL:**

- A. The City Clerk or designee may regulate the issuance of a sound permit as is necessary to meet the purposes of this Chapter and protect the public health, safety, and welfare of adjacent uses. Conditions which may be regulated may include, but are not limited to:

- 1. Setbacks.
- 2. Fences, walls, or other screening necessary to mitigate noise.
- 3. Control of noise, vibration, or other nuisances.
- 4. Hours of operation.

**4-7-13: PRIOR DETERMINATION FOR SOUND PERMIT APPROVAL:**

- A. The following shall be considered in determination for approval of an application for a sound permit:
  - 1. Adverse impact on the health, safety, and welfare of person or property in the surrounding area.
  - 2. Prior violations of this chapter by the applicant requesting a sound permit.

**4-7-14: APPEALS:**

- A. Wherein the applicant, the adjacent property owner, or any officer, department, board, or bureau of the City is affected by any decision or order made by the City Clerk or designee regarding the approval or denial of a sound permit, such appeal shall be taken within ten (10) days from the decision or order made by the City Clerk or designee, by filing a written petition with the City Clerk requesting a hearing on the matter and specifying the grounds thereof. A hearing before the Municipal Code Hearing Officer will be held as provided by subsections 4-4-9(E), (F), and (G) of this Title. An appeal pursuant to this Chapter shall not stay the effect of the decision or order made by the City Clerk or designee unless so ordered by the Municipal Code Hearing Officer.

**SOUND PERMIT FEES**  
 ❖ 1-48 hrs event = \$22.00  
 ❖ 2-7 days event = \$44.00  
 ❖ Multiple events in one calendar year = \$82.50

**The City Council**  
**MUST approve any**  
**sound permit request**  
**that extends past ten**  
**o'clock (10:00) P.M.**

**Permit applications received less**  
**than two (2) weeks before the event**  
**MAY NOT be processed by the City**  
**in time for the event.**

**CITY OF WEST DES MOINES  
 SOUND PERMIT**

Date \_\_\_\_\_ Fee Received: \_\_\_\_\_ Permit No. \_\_\_\_\_

\*Applicant's Name: \_\_\_\_\_ \*Phone No. \_\_\_\_\_

\*Applicant's **Complete** Address (**include city/state/zip**): \_\_\_\_\_

\*Applicant's E-mail Address: \_\_\_\_\_

Have you, the applicant, ever been cited for a violation of the West Des Moines Noise Ordinance? Y/ N

If yes, explain: \_\_\_\_\_  
 \_\_\_\_\_

\*Property owner name: \_\_\_\_\_

\*Property owner address: \_\_\_\_\_

I, the undersigned, hereby acknowledge and certify that I am the record fee title holder of the property for which this sound permit is requested, and I hereby consent to this application for a sound permit, for the amplification of a live performance, as described on this application.

\_\_\_\_\_  
 \*Signature Date

Address of proposed activity: \_\_\_\_\_  
 (*If in a City park, include name of park*)

Describe proposed activity, including time(s), **date(s)**, and number of people attending: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

How will the parking for this event be handled? \_\_\_\_\_  
 \_\_\_\_\_

*\*Please refer to Page 2, Paragraph J of this application form regarding wattage requirements for the proposed sound equipment as a sound permit may not be deemed necessary.\**

**\*Attach an 8½" x 11½" sketch plan of the proposed layout of the sound amplification equipment, including the orientation to and approximate distances from the adjoining properties.**

Have the adjoining property owners/residents been notified of the event for which this permit is requested? Y/ N

If so, please list addresses notified (attach additional sheets if necessary): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Describe what measures will be taken, if any, to minimize the effects of this performance on surrounding property owners. \_\_\_\_\_  
 \_\_\_\_\_

Provide any additional information that pertains to this application for a Sound Permit.

**APPLICANT'S CERTIFICATION** - I hereby certify under penalty of perjury that the statements furnished including the drawing, present all information required for this application, and that the facts, statements and information presented are true and correct, and based upon my personal knowledge. I hereby acknowledge my obligation to comply with the West Des Moines Municipal Code as it pertains to this activity and to obtain any and all necessary City, County, State and Federal permits, approvals and/or clearances, if applicable. Further, I hereby certify that I have read, understand and have received a copy of the conditions for the operation of the Sound Permit, and hereby agree to comply with such conditions. I also understand that should I fail to comply with the agreed upon conditions, my permit may be immediately revoked and that all other applicable penalties, including criminal prosecution may be pursued.

\*Applicant's Signature

Date

**FOR STAFF USE ONLY**

**APPROVAL OF SOUND PERMIT**

Approved by: \_\_\_\_\_

Date:

City Council Approval Date:

This sound permit is approved subject to the following exhibits and conditions.

Exhibits:

Conditions:

Expiration Date:

**DENIAL OF SOUND PERMIT**

Denied by: \_\_\_\_\_

Date:

This sound permit is denied based upon the following findings.

Findings:





Commission on Fire Accreditation International

WEST DES MOINES FIRE DEPARTMENT
TENT, CANOPY, OR INFLATABLE (MEMBRANE STRUCTURE)
PERMIT APPLICATION FEE \$50.00

These items must be returned with the Application Fee before permit will be issued:

- 1. Completed Application Form.
2. Certificate of Flame Resistance.
3. Site Plan and Interior Layout (i.e. tables & chairs, stage, etc)
4. Depending on location, a City temporary use permit may also be required.

Application Date: Type: Tent Canopy Inflatable (Membrane)

Applicant's Name (print)

Cell: Office: Fax:

Email Address:

NOTE: An email address or fax number is needed to send our tent review and/or permit.

Name of Event (or Business):

Address of Event / Activity:

Proposed use (Meeting, Party/Dance, Meal, etc.):

Date(s) of Use: Time of Use: Alcohol served? YES NO

Scheduled Set-up Date/Time (Completed):

STRUCTURE / INFLATABLE INFORMATION

Structure dimensions: Tent #1: (ft) X (ft) Tent Sides: YES NO
Tent #2: (ft) X (ft) Tent Sides: YES NO
Tent #3: (ft) X (ft) Tent Sides: YES NO

Will there be any heating or cooking equipment in the structure? YES NO

If "Yes" please explain

Inflatable Info: Number of Inflatables:

Description(s)

Provider/Vendor of Structure(s)

Contact Name: Office: Cell:

I certify the above information is true to the best of my knowledge. I agree to install and to use the tent, canopy, membrane structure in accordance with the West Des Moines Fire Code requirements. I further certify that I have read the permit requirements provided on the back of this application.

Applicant Signature Printed Name

If the permit application for the tent or inflatable is not received prior to 5 business days of the date of the event, the fee will be \$100.00.

[OFFICE USE ONLY]
Application Received Date Review Date Inspection Date
Passed: YES NO
Payment Type: Visa MC Cash Money Order Check #





Commission on  
Fire Accreditation  
International

# WEST DES MOINES FIRE DEPARTMENT

## TENT, CANOPY, OR INFLATABLE (MEMBRANE STRUCTURE) PERMIT REQUIREMENTS

The West Des Moines Fire Department has established the following requirements for the use of any **TENT, CANOPY OR INFLATABLE (MEMBRANE) STRUCTURE** having an area greater than 200 square feet for any tent, greater than 400 square feet for any canopy, and any inflatable (membrane) structure. Exception: tents used exclusively for camping.

1. An application and site plan is required to be submitted with a \$50.00 permit application fee a minimum of 5 business days prior to the date of the event to the address on the front or the fee will be \$100.00 The site plan will need to be legible showing the location of the tent, in feet, from other structures, access roads, streets, vehicle parking, and property lines. The interior plan layout shall indicate tables, stages, etc.
2. A certificate of flame-retardant treatment is to be provided with the application for each structure being permitted.
3. Fire extinguishers shall be 10-pound ABC and are to be provided in each tent or canopy by the exits.
4. An occupant load sign shall be established for the tent based upon 1 person for every 15 square feet when tables and chairs are used, one person for every 7 square feet when only chairs are used and one person for every 5 square feet for standing room. Only the usable floor space needs to be calculated when determining the occupant load. This sign shall be posted by the main entrance.
5. Exits shall be spaced at approximately equal intervals around the perimeter of the tent so that no point within the tent is more than 100 feet from an exit. The numbers of exits is dependant upon the occupant load. Exit openings from tents shall remain open unless covered by a flame-resistant curtain and shall be of a color, or colors, which contrasts with the color of the tent.
6. Self-luminous, internally or externally illuminated exit signs are required when the occupant load exceeds 50 persons.
7. Emergency lights shall be placed in any tent when the occupant load exceeds 50.
8. Smoking is prohibited by any persons in any tent, canopy or membrane structure. "No Smoking Signs" are required to be posted in conspicuous locations.
9. Tents, canopies and membrane structures shall not be located within 20 feet of property lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines.

NOTE: This is just a highlight of the fire code regulations. There are some exceptions to these regulations. This list is not an all inclusive list. Source: International Fire Code, 2015 edition. If you have any questions, please contact us at 515-273-0643.



**City of West Des Moines, Iowa**  
**Special Event Participant**  
**Release of Liability and Assumption of the Risk**

IN CONSIDERATION of participating in any way in any of the "Activities" (defined as, but not limited to, competition, physical training, event, sponsored event, etc.) offered, sponsored or allowed by \_\_\_\_\_ (legal name of organization), I hereby agree to release, discharge and indemnify the City of West Des Moines, Iowa, along with the City's officers, employees, agents, and volunteers, and on behalf of myself, my spouse, personal representatives and estate, as follows:

I ACKNOWLEDGE, AGREE AND REPRESENT that I understand the nature of the Activities offered at \_\_\_\_\_ events, and that I am qualified, in good health, and in proper physical condition to participate in any Activity that I see fit, of my own choosing and voluntarily. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity. I CERTIFY THAT I HAVE ADEQUATE INSURANCE TO COVER ANY INJURY OR DAMAGE I may suffer or cause while participating in any of the Activities offered. I agree to bear the costs of such injury or damage to myself. I FURTHER CERTIFY that I am willing to assume the risk of any medical or physical condition I may have. I CERTIFY MY UNDERSTANDING OF THE FOLLOWING:

- (a) THE OFFERED ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS");
- (b) These Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW OR THE NEGLIGENCE OF THIRD PARTIES; and
- (c) There may be other Risks, and social and economic losses, either not known to me or not readily foreseeable at this time.

I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES that I incur as a result of my participation or that of the minor in the Activity. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the City of West Des Moines, Iowa, its officers, employees, agents, and volunteers, and, if applicable, the owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR ANY THIRD PARTIES, INCLUDING NEGLIGENT RESCUE OPERATIONS, AND I FURTHER AGREE that if, despite signing this release, I, or anyone on my behalf, makes a claim against any of the "RELEASEES", I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE "RELEASEES" from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

Additionally, I also give the City of West Des Moines permission to use any picture, video or likeness of me, or a picture, video or likeness of my children, in City marketing materials and on the City website while they are participating in the Activities.

I FULLY UNDERSTAND THE TERMS AS STATED ABOVE. ADDITIONALLY, I UNDERSTAND AND MY SIGNATURE BELOW EVIDENCES MY CONSENT AND UNDERSTANDING THAT I HAVE READ AND UNDERSTOOD THIS DOCUMENT. MY SIGNATURE BELOW EVIDENCES MY UNDERSTANDING THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS RELEASE AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE. MY SIGNATURE BELOW CONFIRMS MY INTENT THAT THIS RELEASE OPERATES AS A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Participant's Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_