

RELEASE, ASSUMPTION, INDEMNITY AND WAIVER OF ALL LIABILITIES

As an independent volunteer who has made myself available to _____ (the "Activity") within the Village of Forest Park ("Village"), I hereby recognize and acknowledge that I am not an agent, servant, or employee of the Village. I am not performing the Activity at the behest of, or under the control or supervision of, the Village, but rather solely as an independent volunteer to act in scope and manner as I may determine, solely with respect to the Activity.

Therefore, I agree that any damage, claim or suit that I may have or is pursued against me as a result of my participation in the Activity specified herein, including but not limited to, damages or claims of property damage, personal injury, and intentional tort, are my sole responsibility. I release the Village and its officers, employees, attorneys, and agents, from all judgments, payments, damages and claims, including all costs, expenses and attorneys' fees incurred by me in defending against any such claim. I will not seek legal representation, contribution, or indemnification from the Village in connection with any such claim, under any theory of vicarious liability or otherwise.

I further recognize and acknowledge that there are certain risks of physical injury associated with the Activity, and I agree to assume the full risk of any injuries, including death, damages, or loss which I may sustain as a result of participating in the Activity on a volunteer basis. I hereby waive, release and discharge any and all claims for personal injury, death or property damage which I may have, or which may hereafter accrue to me, as a result of my participation in the Activity. I agree to indemnify and to hold harmless the Village and its officers, employees, attorneys, and agents from any loss, liability, damage, cost, or expense which they may incur as the result of my death, injury, or property damage that I sustain and cause while participating in the Activity. This waiver, release, indemnity and assumption of risk is binding upon my heirs and assigns.

In the event I am engaging in the Activity on any Village-owned or controlled right-of-way ("Village Property"), I accept the Village Property in its current condition and the Village makes no representations concerning the condition of the Village Property. The Village has no duty or obligation to maintain or repair the Village Property during the Activity. Further, the Village shall not be liable for any damage or injury to me or my property, in the event of the failure of the Village to keep the Village Property maintained and in repair. Except as approved by the Village, I shall not attach, affix or exhibit or permit to be attached, affixed or exhibited to the Village Property any articles of permanent or semi-permanent character.

I shall indemnify and save harmless the Village and its officials, officers, employees, staff, contractors, agents, representatives, consultants, successors and assigns (collectively, the "Indemnitees") from and against any and all losses, damages, claims, actions, liabilities, costs and expenses, including, without limitation, attorneys' fees and expenses, that the Indemnitees may suffer, incur or sustain arising out of or relating to my participation in the Activity.

I hereby covenant and agree that the Indemnitees shall not be liable for any damages arising from personal injury or damage to property which may be sustained by my participation in the Activity in any way in, on or about the Village Property. I will assume full responsibility for any such injuries or damages and hereby fully and forever release and discharge the Indemnitees from any and all claims, demands, damages, rights or actions or causes of action present or future whether the same be known, anticipated or unanticipated resulting from or arising out of my participation in the activity on the Village Property.

While conducting said Activity, I will adhere to the rules and regulations conveyed by the Village. In the event that my participation in the Activity results in injuries to person or property and a claim is made against the Village, its officials, officers, employees, staff, contractors, agents, representatives, consultants, successors and assigns, I will hold harmless, defend and indemnify the village and its officials, officers, employees, staff, contractors, agents, representatives, consultants, successors and assigns against any claim, demand, damage, right of action present or future, whether the same be known, anticipated or unanticipated, resulting from my participation in the Activity.

I HAVE CAREFULLY READ THIS WAIVER AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A WAIVER OF CLAIMS AND A RELEASE OF LIABILITY, IN FAVOR OF AND SHALL INURE TO THE BENEFIT OF THE VILLAGE AND ME, AND I SIGN IT OF MY FREE WILL.

Signature: _____

Printed Name: _____

Date: _____

Address: _____

Phone Number: _____

Email: _____