

## VILLAGE OF DEERFIELD GRATE KEEPERS PROGRAM

### PARTICIPANT WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

I, \_\_\_\_\_, hereby affirm that I have read this **Participant Waiver of Liability and Hold Harmless Agreement** ("**Waiver**") in its entirety. By my signature below, I agree to each and every term and condition of this Waiver.

I am aware and am thoroughly informed of the inherent risks and hazards of participating in the Village's Grate Keepers program to adopt and clean stormwater inlets near my property and the areas around them ("**Program**"). I UNDERSTAND THAT THERE ARE DANGERS AND RISKS INHERENT IN THE ACTIVITIES OF THE PROGRAM, APPARENT OR HIDDEN, INCLUDING, BUT NOT LIMITED TO RISKS OF PROPERTY DAMAGE, SERIOUS PERSONAL INJURY, PARALYSIS, AND DEATH.

In consideration of being given the opportunity to take part in the Program in any manner whatsoever, I hereby recognize, acknowledge, and agree to assume any and all risk of property damage and injury, including paralysis and death, pertaining to my participation in the Program. I also acknowledge that I have received and reviewed pertinent printed materials relating to the Program and acknowledge and agree that I am participating at my own risk. I affirmatively state that I do not suffer from any types of ailments, illnesses or disorders that affect or may affect my ability to participate in the Program. I hereby acknowledge and agree to assume any and all risks of property damage and injury, including paralysis and death, with relation to any type of ailment, illness, disorder or abnormality, whether known or unknown, that may lead directly or indirectly to any property damage or injuries sustained while observing or taking part in the Program. I acknowledge and agree that participation in the Program is voluntary.

I, MY FAMILY, HEIRS, SUCCESSORS, ASSIGNS, AND ANYONE CLAIMING ANY INTEREST THROUGH ME, HEREBY AGREE TO WAIVE ANY AND ALL CLAIMS AGAINST THE VILLAGE OF DEERFIELD, ITS OFFICIALS, AGENTS AND EMPLOYEES ARISING OUT OF MY PARTICIPATION IN THE PROGRAM. I HEREBY RELEASE AND AGREES TO DEFEND, INDEMNIFY AND HOLD THE VILLAGE OF DEERFIELD, ITS OFFICIALS, AGENTS AND EMPLOYEES HARMLESS FROM ANY AND ALL LIABILITIES, CLAIMS, INJURIES OR DAMAGES OF WHATEVER NATURE, ARISING FROM, AS A RESULT ON ACCOUNT OF, DIRECTLY OR INDIRECTLY, MY PARTICIPATION IN THE PROGRAM.

The Village of Deerfield reserves the right to deny or terminate participation my participation in the Program for any reason whatsoever.

By completing the information requested below for a business entity or organization, I warrant and represent that I have authority to bind and sign on behalf of that business entity or organization, and that by signing this Waiver, I hereby acknowledge and agree that this Waiver extends to such business entity or organization.

This Waiver of Liability and Hold Harmless Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising in connection with Program or this waiver shall be in Circuit Court of Lake County, Illinois. The invalidity or unenforceability of any of the provision hereof shall not affect the validity or enforceability of the remainder of this Agreement.

By signing below, the participant has read and understands the waiver as described above.

\_\_\_\_\_  
Participant's Name (Print)

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Organization Address

\_\_\_\_\_  
City                      Zip Code

\_\_\_\_\_  
Organization Contact Person

\_\_\_\_\_  
Daytime Phone #

\_\_\_\_\_  
Contact Person Phone #

\_\_\_\_\_  
Evening Phone #

\_\_\_\_\_  
e-mail Address

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date