



City of Rochelle

PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I hereby warrant that I am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

For and in consideration of **the City of Rochelle** allowing me, the undersigned, to use these municipal facilities, specifically the Lawnridge Cemetery property, I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (**the "Agreement"**):

1 I hereby represent that (i) I am at least eighteen (18) years of age or older; (ii) I am in good health and in proper physical condition to cut and load firewood for my personal use; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely enter City property to cut and load firewood. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to cut and load firewood, that I am responsible for my own safety and well being at all times and under all circumstances while on City property.

2 I understand and acknowledge the risks and dangers associated with cutting and loading firewood, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; loss of or damage to equipment/property, equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the City and its staff, and other undefined, not readily foreseeable and presently unknown risks and dangers ("**Risks**"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others cutting and loading firewood, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of cutting and loading firewood.

3 I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: City of Rochelle, their elected officials, employees, and agents, and any other spectator or participant, (**Individually and Collectively, the "Released Parties"**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("**Liability**") which may arise out of, result from, or relate in any way to my use of or entering onto City property to cut and load firewood including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which may be incurred as the result of such claim.

4. I understand that I am not an employee of the City of Rochelle for this or any other activity and that I will not fall under the protection of the Worker's Compensation coverage of the City of Rochelle for this activity. I, and the other participants in this hazardous activity are solely responsible for our equipment, preparation, and safety, and the safety to others by virtue of our participation in such an activity.

Print Name: _____ Age: _____ Date of Birth: _____/_____/_____

Home Address: _____

Home Telephone.: (____) _____

X _____ / _____ / _____
Signature of Participant *Date Signed*