



BONEYARD CREEK COMMUNITY DAY

Liability Waiver

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of being permitted to participate in any way in the Boneyard Creek Community Day project (hereinafter referred to as the "Project"), I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** any Board of Trustees, its officers, employees, agents and assigns of the following organizations; University of Illinois; Champaign County Design and Conservation Foundation; Champaign County Soil and Water Conservation District; Champaign Park District; City of Champaign; City of Urbana; Keep Champaign Beautiful; Prairie Rivers Network; Urbana Park District; Village of Savoy; or any other Organizations involved with the planning and implementing of the Boneyard Creek Community Day (hereinafter referred to as "Project Organizers"); and all sponsors of the "Project" their officers, employees, agents and assigns from liability from any and all claims including those which result in personal injury, accidents, or illnesses (including death), and property loss arising from, but not limited to, participation in the Project.

Assumption of Risks: Participation in the Project carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific tasks vary from one activity to another, but the risks range from 1.) minor injuries such as scratches, bruises, and sprains, to 2.) major injuries such as eye injury or loss of sight and joint or back injuries. Any activities in the water may include the possibility of drowning.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the Project. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Permission to Photograph: I also understand that I may be photographed while participating in the Project and give my permission for any photographs taken of me by Project staff to be used in the future by the Project Organizers for promotion, outreach and other related purposes.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD the Project Organizers and the sponsors of the "Project" from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, brought as a result of my involvement in the Project and to reimburse it for any such expenses incurred.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk, permission to photograph, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Signature of Participant: _____ Date: _____

Signature of Parent of Minor: _____ Date: _____

Minor's Age: _____

Participant's Name (Please print): _____

Participant's Email Address: _____

Participant's Address: _____