

PARTICIPANT WAIVER, RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

- a) I voluntarily waive, release, and hold harmless the District, its elected officials, officers, employees, agents, and other volunteers, from any and all claims, causes of action and damages for bodily injury or death that I may suffer as a result of, or in any manner connected with, directly or indirectly, my participation in the "Kayak Adventure at Herrick Lake" program held at Herrick Lake Forest Preserve of DuPage County. I understand that this waiver and release precludes my right to recovery of damages in the event I am injured in the course of my participation in the "Kayak Adventure at Herrick Lake Forest Preserve of DuPage County.
- b) I shall defend, hold harmless and indemnify the District, its elected officials, officers, employees, agents and other volunteers, from and against all damages, claims, liabilities, causes of action, judgments, settlements, costs and expenses (including, but not limited to, reasonable expert witness and attorney fees) that may at any time arise or be claimed by any person, including minors who in my charge, or my responsibility, and who would be represented by a parent, next friend or guardian including myself, as a result of bodily injury, death or property damage, or as a result of any other claim or cause of action of any nature whatsoever, arising from or in any manner connected with, directly or indirectly, my negligent or intentional acts or omissions in my participation in the "Kayak Adventure at Herrick Lake" program held at Herrick Lake Forest Preserve.

I have read, fully understand and agree to the assumption of risk, waiver, release, hold harmless and indemnification terms set forth above.

| LAST NAME: (Print) | | |
|---------------------------------|-------------------------------------|---------------------------------|
| Address: | | |
| Street | City | State/Zip |
| Home Phone: | Emergency Phone: | |
| PARTICIPANTS: (Individual page) | articipant and/or numerous family n | nembers under 18 years of age.) |
| First Name: | _Age: | |
| First Name: | Age: | |

NOTE: If the participant is under 18 years of age, a parent or legal guardian must sign this agreement on behalf of the participant.

Signature of Participant or Parent/Legal Guardian

Date