

City of
Edwardsville

CONSENT, INDEMNIFICATION, WAIVER AND RELEASE AGREEMENT

FOR AND IN CONSIDERATION of my (the undersigned) use of any equipment or facilities supplied to me in connection therewith (collectively, "Use"), to the fullest extent permitted by applicable laws, I agree as follows:

1. I acknowledge and I am aware of the hazards, dangers and risks (inherent or otherwise) in connection with the Use and being a spectator, including, without limitation, property damage, property loss, property theft, economic loss, accident, minor injury or serious injury (known or unknown), which may include permanent disability or paralysis, or death to me, to other participants, to spectators or other third parties. I further acknowledge that there are natural factors and occurrences which may impact or affect the safety of my Use. I warrant that I am in good health and have no physical conditions that would prevent me from being involved in or acting in connection with my Use. **I assume full responsibility for, and all risk of, any accident, bodily injury, death, property loss, property theft or property damage that may result for any reason, including by acts of negligence, in connection with Use and being a spectator, whether caused by City of Edwardsville and/or its parent, related, affiliate, successor and/or subsidiary companies (and/or their respective owners, officers, directors, members, employees, agents, subtenants, landlords and/or sublandlords) (collectively, the "Releasees"), me, another participant, any third persons or otherwise.**

2. I agree that prior to using any City of Edwardsville equipment or facilities, I will inspect the premises and surrounding area and all equipment to be used. If through my inspection I determine that anything related to the Use is unsafe, I will immediately advise an official of the City of Edwardsville of the unsafe condition and will not use until the condition is corrected.

3. If I become injured or ill as a result of my Use, I authorize the Releasees to administer, or cause and consent to the administration of, whatever first aid, medical care, dental care or other treatment and medications as may be necessary under the circumstances, including treatment by a physician, emergency medical technician, dentist or hospital ("Treatment"), although I acknowledge that the Releasees have no obligation to do so and that the Releasees do not endorse the services of any physician or hospital that may provide such Treatment. I understand that I will be financially responsible for the cost of any such care, treatment or medication and that the Releasees will have no obligation to pay any such costs of any Treatment and agree to reimburse the Releasees for any such costs incurred.

4. **I RELEASE, AGREE NOT TO SUE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES of and from any and all claims, causes of action, suits, demands, damages, losses, liabilities, costs, expenses and any actions of any kind whatsoever (collectively, "Claims"),** known or unknown, existing now or in the future, that I, my heirs, executors, administrators, next of kin, assigns or any third party may now or hereafter have against the Releasees, arising in any way as a result of or in connection with my Use and any Treatment, including, without limitation, any property damage, property loss, property theft, bodily injuries, disability, death or other damage suffered by me, my heirs, executors, administrators, next of kin and assigns or any other party and regardless of any fault or passive or active negligence on the part of the Releasees, myself or any third party.

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5. I grant to the Releasees a non-exclusive license to use my likeness, image, photograph and/or name for any and all commercial and non-commercial purposes in perpetuity including, without limitation, in connection with the marketing, promotion and/or advertising of the City of Edwardsville in any media known and unknown or hereinafter developed without geographic or time restrictions.

6. This Agreement constitutes my entire understanding regarding the subject matter of this Agreement and supersedes any prior statements, agreements or representations (written or oral) regarding that subject matter. No oral representations, statements or inducements apart from this Agreement as written have been made to me. I agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Illinois and that if any portion thereof is held invalid, such invalidity will not affect any other provision that can be given full effect without the invalid provision. The laws of the State of Illinois shall apply to and govern this Agreement, without regard to conflicts of laws principles, and I consent to the jurisdiction and venue of the federal, state and local courts located in Madison County, Illinois.

7. I have carefully read this Agreement, and I know and understand what it means, including that it is a complete waiver and release of liability and promise to indemnify and not to sue or make a claim. My signature below is my own free and voluntary act and I intend this Agreement to be legally binding on me. I certify that I am at least 18 years old.

Signature: _____ Date: _____, 20__

Print Name: _____ Phone #: (____) _____

Address: _____