



Release and hold harmless agreement

Project: Brushes on the Bridge – Public Outdoor Art Project

Date of Event: May 18, 2024 (Rain date: May 25, 2024)

Location: Circle Avenue Bridge, Forest Park, Illinois 60130

Please note that by signing this waiver, you agree to always keep the children in your group under your supervision and are signing for all members of your party listed under the age of 18.

As an independent volunteer who has made myself available to assist with the Saturday, May 18, 2024 (or alternate rain/bad weather date) Brushes on the Bridge Event (the "Activity") within the Village of Forest Park, Cook County, Illinois ("Village"), I hereby recognize and acknowledge that I am not an agent, servant, or employee of the Village or the Forest Park Arts Alliance. I am not performing the Activity at the behest of, or under the control or supervision of, the Village or the Forest Park Arts Alliance, but rather solely as an independent volunteer to act in scope and manner as I may determine.

Therefore, I agree that any damage, claim or suit that I may have or is pursued against me as a result of my participation in the Activity specified herein, including but not limited to, damages or claims of property damage, personal injury, and intentional tort, are my sole responsibility. I release the Village and the Forest Park Arts Alliance and its officers, employees, attorneys, and agents from all judgments, payments, damages, and claims, including all costs, expenses, and attorneys' fees incurred by me in defending against any such claim. I will not seek legal representation, contribution, or indemnification from the Village and the Forest Park Arts Alliance in connection with any such claim, under any theory of vicarious liability or otherwise.

I further recognize and acknowledge that there are certain risks of physical injury associated with the Activity, and I agree to assume the full risk of any injuries, including death, damages, or loss which I may sustain as a result of participating in the Activity on a volunteer basis. I hereby waive, release and discharge any and all claims for personal injury, death, or property damage which I may have, or which may hereafter accrue to me, as a result of my participation on the Activity. I agree to indemnify and to hold harmless the Village and the Forest Park Arts Alliance and its officers, employees, attorneys, and agents from any loss, liability, damage, cost, or expense which they may incur as the result of my death, injury, or property damage that I

sustain while participating in the Activity. This waiver, release, and assumption of risk is binding upon my heirs and assigns.

I further agree that if any claim or suit is pursued by me or on my behalf as a result of injuries from the Activity specified herein against the Village and its officers, employees, attorneys, and agents, I will Indemnify and Hold Harmless these parties from all judgments, payments, damages, and claims including all costs, expenses and attorneys' fees incurred by these parties in defending against such claim.

I HAVE CAREFULLY READ THIS WAIVER AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A WAIVER OF CLAIMS AND A RELEASE OF LIABILITY, IN FAVOR OF AND SHALL INURE TO THE BENEFIT OF THE VILLAGE AND THE FOREST PARK ARTS ALLIANCE AND ME, AND I SIGN IT OF MY FREE WILL.

Date: _____ Printed name: _____

(or Legal Guardian: Name _____)

Signature: _____