## VOLUNTEER PARTICIPANT WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT

In consideration of permission granted by the City of Bloomington Housing and Neighborhood Development Department ("HAND") allowing the below-listed person(s) to voluntarily participate in the

(the "Activity"), which is sponsored by HAND, the undersigned represents, covenants and agrees, on behalf of the undersigned and and/or the named minor participant(s) (the "Participant(s)"), and the Participant's(s') heirs, assigns, and any other person claiming by, under or through the Participant(s), as follows:

- 1. The undersigned acknowledges that participating in the Activity involves certain risks (some of which the undersigned may not fully appreciate) and that injuries, death, property damage and/or other harm could occur to the Participant(s) or others. The undersigned accepts and voluntarily incurs all risks of any injuries, damages, or harm to Participant(s) which arise during or result from volunteer participation in the Activity, regardless of whether or not caused in whole or in part by the negligence or other fault of the City of Bloomington, HAND, and/or its departments, boards, employees, officers, agents, assigns or insurers ("Released Parties").
- 2. The undersigned waives all claims against any of the Released Parties for any injuries, damages, losses or claims, whether known or unknown, which arise during or result from participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties. The undersigned releases and forever discharges the Released Parties from all such claims.
- **3.** The undersigned agrees to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that Particpant(s) (or anyone claiming by, under or through Participant(s)) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from participation in the Activity, regardless of whether or not caused in whole or in part by the negligence or other fault of any of the Released Parties.
- 4. The undersigned has carefully read and reviewed this Waiver, Release and Hold Harmless Agreement, understands it fully and executes it voluntarily.

SO EXECUTED this day of	, 2022.
Name of Participant and/or Legal Guardia of minor Participant(s) (Printed)	n) Phone Number
Signature of Participant and/or Legal Gua	rdian Email Address

Printed name of all minors of the Legal Guardian participating in Activity (if applicable)