



**VOLUNTEER PARTICIPANT  
WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT  
FOR CITY OF BLOOMINGTON UTILITIES DEPARTMENT  
ADOPT-A-DRAIN PROGRAM**

**I have read this Waiver, Release and Hold Harmless Agreement (the “Agreement”) and understand all of its terms. I sign this Agreement voluntarily on behalf of myself (and if applicable on behalf of my child(ren)/legal ward(s), if under the age of eighteen or under a legal disability) and with full knowledge of its significance. Throughout this Agreement the words me, my, myself and I, all refer in the singular and, if applicable in the plural to refer not only to myself, but to my child(ren)/legal ward(s),**

In consideration of permission granted by the City of Bloomington Utilities Department (“CBU”) allowing me to voluntarily participate in the Adopt a Drain Project (the "Activity"), which will occur on the \_\_\_ day of \_\_\_\_\_, 2022, which is sponsored by CBU, and the City of Bloomington Parks Department (“Parks”) upon whose real estate the drain to be adopted is located, I represent, covenant and agree, on behalf of myself and my heirs, assigns, and any other person claiming by, under or through me, as follows:

1. I acknowledge that participating in the Activity involves certain risks (some of which I may not fully appreciate) and that injuries, death, property damage and/or other harm could occur to me or others. I accept and voluntarily incur all risks of any injuries, damages, or harm which arise during or result from my 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 and/or its departments, boards, employees, officers, agents, assigns or insurers ("Released Parties").
2. I waive 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 my 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. I release and forever discharge the Released Parties from all such claims.
3. I agree 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 I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from my 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. I have carefully read and reviewed this Waiver, Release and Hold Harmless Agreement. I understand it fully and I execute it voluntarily.

SO EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

<b><u>PRINT NAME</u></b> <i>(If Participant is a Child/Legal Ward, also include the Name of the Child's Parent/Legal Guardian)</i>	<b><u>SIGNATURE</u></b> <i>(If Participant is a Child/Legal Ward, also include the Signature of the Child's Parent/Legal Guardian)</i>	<b>Address and Phone Number</b>	<b>Email</b>