



## **VOLUNTEER PARTICIPANT WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT**

In consideration of permission granted by the City of Bloomington Utilities Department ("CBU") allowing me to voluntarily visit CBU facilities (the "Activity"), I am the parent and/or legal guardian of \_\_\_\_\_ and I represent, covenant and agree, on behalf of my child/ward and myself and our heirs, assigns, and any other person claiming by, under or through us, 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 child/ward's voluntary 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 my child/ward) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from my child/ward's 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 \_\_\_\_\_, 2025.**

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Parent/Legal Guardian's Printed Name

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Phone Number

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Parent/Legal Guardian's Signature

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Email Address