

## CITY OF EVANSTON WAIVER AND RELEASE OF LIABILITY AGREEMENT

Participant's Name \_\_\_\_\_ Age: \_\_\_\_\_

I AGREE TO THE FOLLOWING WAIVER, RELEASE AND INDEMNIFICATION TO ALLOW THE NAMED PARTICIPANT TO PARTICIPATE IN RECREATION ACTIVITIES THAT HAVE AN INCREASED ELEMENT OF RISK.

The undersigned participant, or if participant is under 18 years of age, the undersigned parent, guardian or custodian of the above minor participant, requests said participant to participate in the City of Evanston Parks & Recreation Department's program activities. These include, but are not limited to: archery, hiking, biking, sports and skate sports, arts camps, theatre programs, and non-sports based camps. I understand that these activities have an increased element of risk due to the characteristics of the activity and the uncontrollable nature of surrounding elements. These risks may include equipment malfunction or condition(s), loss of control, collisions, obstacles, terrain variation, and unexpected actions by horses or by other people. I understand that other participants may act in a negligent manner that can contribute or cause injury, such as failing to maintain control, not acting within their abilities, or not following rules and instructions. I acknowledge that participation in certain activities including but not limited to those identified in the Illinois Tort Immunity Act, 745 ILCS 10/3-109 are inherently dangerous and involve risk that may cause serious injury and in some cases death.

PARTICIPANT, OR IF PARTICIPANT IS UNDER 18, THE UNDERSIGNED PARENT, GUARDIAN, OR CUSTODIAN OF THE ABOVE MINOR HEREBY JOINS IN THE FOREGOING WAIVER AND RELEASES, DISCHARGES AND AGREES NOT TO SUE THE CITY OF EVANSTON, THEIR ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS, FOR LIABILITY FROM ANY AND ALL LOSS OR DAMAGE, PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH WHETHER CAUSED BY ANY NEGLIGENCE, EITHER ACTIVE OR PASSIVE OF THE CITY, OR OTHERWISE.

Health or physical condition limitations may include recent injury or surgeries, medications, diagnosed or undiagnosed behavioral conditions, and mental and physical limitations. I understand and agree that I am solely responsible for disclosing any health or physical conditions. I understand and agree that the City has no duty to accommodate any disclosed condition if such accommodation is unreasonable and exceeds Federal, State, or City law. Please list any health or physical limitations or conditions below:

\_\_\_\_\_

**I have read this document and understand that it is a promise not to sue and that I release the City of Evanston, elected officials, employees, agents and attorneys for any and all claims. I considered this Release and Waiver carefully before signing it. If I am signing this document with an electronic signature, I execute this Release and Waiver with the intent to sign the record.**

Date: \_\_\_\_\_  
Signature of Participant

If Participant is under 18:

Date: \_\_\_\_\_  
Signature of Parent, Guardian or Custodian of Minor