

**VILLAGE OF HAINESVILLE
CIVIL WAR DAYS EVENT
WAIVER AND RELEASE OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

Please read this form and be aware that in signing it you will be expressly assuming the risk and legal liability, and waiving and releasing all claims for injuries, damages or loss which you might sustain as a result of participating in the Village of Hainesville Civil War Days Event.

For and in consideration of me, the undersigned, being allowed to participate in the Civil Wars Days event taking place on September _____ (the Event), I for myself, and on behalf of my spouse children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement").

1. I understand and acknowledge the risks and dangers associated with participating in the Event, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; loss of or damage to equipment and property, exposure to extreme conditions and circumstances; contact with performers, participants, spectators, animals, or other natural or man made objects, acts of God, inclement weather, slips and falls, inadequate or defective equipment, failure in supervision or instruction, premises defects, horseplay, carelessness, lack of skill or technique, and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions, inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses which I incur as a result of my participation in the Event.

2. I hereby Release, Waive, and Covenant not to sue, and further agree to indemnify, defend and hold harmless the Village of Hainesville and its elected officials, employees, contractors, and agents, police, fire and/or safety personnel of the Village of Hainesville, and the owners of the property on which the Event takes place; law enforcement and public safety agencies providing support for the event; and each of their respective officers, directors, partners, shareholders, members, agents, employees, and volunteers; the Northbrook Sports Club, the First Brigade Illinois Volunteers, Inc., and the Copper Head Brigade and each of their respective officers, directors, partners, shareholders, members, agents, employees, and volunteers, (Individually and collectively the "Released Parties"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participating in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which may be incurred as the result of such claim.

3. I understand that I am not an employee of the Village or of any of the Released Parties for this or any other activity related to the Event and agree that I will not hold myself out as an employee of the Village or any of the Released Parties. Additionally, I understand that I, and the other participants and performers in this Event are solely responsible for our preparation, safety, equipment, and the safety of others by virtue of our participation in the Event.

4. I hereby warrant that I have read this Agreement carefully, and understand its terms and conditions. I acknowledge that I have signed this Agreement without any inducement, assurance, or guarantee. I accept the terms and conditions of this Agreement unconditionally. I understand that this Agreement represents the complete understanding between the parties regarding these issues and that if any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Signature: _____ dated _____

PRINT NAME: _____ Age: _____ Date of Birth: _____

Address: _____ Phone: _____