

**VILLAGE OF CAROL STREAM  
WAIVER AND RELAEASE OF ALL CLAIMS  
FOR VOLUNTEER PROGRAMS**

I, \_\_\_\_\_ (please print or type name) am participating in the **CAROL STREAM SHORELINE CLEAN UP PROGRAM** (hereinafter referred to as the “**PROGRAM**”).

I have read this form carefully and the **SHORELINE CLEAN UP PROGRAM AGREEMENT** and I am aware that by signing this form and participating in the **PROGRAM**, I am **WAIVING** and **RELEASING** any and all claims arising out of such participation. In consideration of the **VILLAGE’S** accepting me as a volunteer and the **VILLAGE’S** permitting the program on its pond shorelines and stream banks.

**SECTION 1. ASSUMPTION OF RISK**

I have fully informed myself of all the details of the **PROGRAM** and have received satisfactory answers to all questions I have concerning the **PROGRAM** and the risks inherent in the **PROGRAM**, and I believe and represent that I have the necessary abilities, skills, and knowledge to participate in the **PROGRAM**. I recognize and acknowledge that the program involves risks of bodily injury, death, and property loss. I hereby agree to, and do, assume all risks of any injuries, including death and of any property loss, and of all expenses, costs, damages, and losses that I or the person on whose behalf I am signing, may sustain as a result of participating in any and all activities connected with or associated with the **PROGRAM**.

**SECTION 2. WAIVER AND RELEASE OF CLAIMS**

I hererby agree to, and do, waive, release and relinquish all claims, demands, rights of action, damages, liabilities and controversies of every kind known and unknown, present and future, that I, or the person on whose behalf I am signing, may have against the **VILLAGE** and its corporate authorities, elected and appointed officials, officers, boards, commissions, legal counsel, insurers, employees, agents, successors and assigns arising out of or resulting from, or alleged to arise out of or result from **VOLUNTEER’S** actions, negligence, or misconduct, except for the negligent acts of the **VILLAGE** or the **VILLAGE’S** agents or employees.

**SECTION 3. INDEMNIFICATION**

- A. To the fullest extent permitted by law, **VOLUNTEER** shall, and does hereby agree to defend, save, indemnify, and hold the **VILLAGE**, its corporate authorities, elected and appointed officials, officers, boards, commissions, legal counsel, insurers, employees, and agents, harmless from and against any injury, claim, demand, suit, judgement, executing liability, obligation, debt, damages, or penalty (the “Claims”) arising out of or resulting from, or alleged to arise out of or result from **VOLUNTEER’S** actions, negligence, or misconduct in connection with the **PROGRAM**, except for the negligent act of the **VILLAGE’S** or the **VILLAGE’S** agents or employees.
- B. **VOLUNTEER** shall and does hereby agree to pay all expenses incurred by the **VILLAGE** in defending itself with regard to the above **CLAIMS**, including without limitation, all out-of-pocket expenses, attorney’s fees, court costs, and reasonable expenses of defending against any such Claims, including the reasonable expenses of defending against any such Claims, including the reasonable value of any services rendered by any employee of the **VILLAGE**.

I have read and fully understand the above **WAIVER AND RELEASE OF ALL CLAIMS** and execute it of my own free will and without any reservations whatsoever.

If you have any questions, please feel free to contact the Engineering Services Department at (630) 871-6220.

\_\_\_\_\_  
Print Name of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of participant/Guardian – if Guardian,  
State your relationship to the Participant

Please return to: Village of Carol Stream, 500 N. Gary Avenue, Carol Stream, IL 60188