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COMMISSIONERS:

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**INDEMNITY, RELEASE AND WAIVER OF LIABILITY
FOR FACILITY RENTAL AND/OR USE**

In consideration for the below-referenced individual ("I" or "me"), the below-referenced rental group (the "Group") and/or the individual members of the Group and all others invited by me and the Group to enter into, attend and use the Park District Facilities as defined below (such individuals collectively referred to herein as the "participants"), being allowed to enter into, attend and use the Morton Recreation Center, Freedom Hall, Barn at Bull Run and/or any other Park District park(s) and/or facilities ("Park District Facilities"), I hereby release, covenant not to sue, and discharge the Morton Park District ("Park District"), its Commissioners, employees, agents, contractors, insurers, attorneys and representatives, **on behalf of myself, the Group and the participant(s)**, from and for any claims for any injury or damage to myself, the Group and/or any of the participant(s), including, but not limited to, personal injury, disability, death, illness, damage, property damage, loss, claim, liability, or expense, of any kind, that I, the Group and/or any participant(s) may experience or incur in connection with my, the Group's or the participant(s)' entry into, attendance at and/or use of the Park District Facilities("Claims"), including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

I understand and agree that this assumption of risk, indemnity, waiver and release includes and covers, but is not limited to, any Claims held by me, the Group and/or the participant(s) based on the actions, omissions, or negligence of the Park District, its Commissioners, employees, agents, contractors, insurers, attorneys and/or representatives.

In consideration for such entry into, attendance at and use of Park District Facilities, I acknowledge and voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself, the Group and/or the participant(s), **on behalf of myself, the Group and the participant(s)**, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that I, the Group and/or the participant(s) may experience or incur in connection with my, the Group's or the participant(s)'s entry into, attendance at and/or use of Park District Facilities..

By signing this assumption of risk, indemnity, waiver and release agreement, I agree for myself, the Group and/or for the participant(s) to follow all federal and state laws and regulations and all Park District rules and regulations ("Federal and State Regulations and Park District Rules") while entering into, attending and using the Park District Facilities.

I further understand and acknowledge that the Park District may immediately revoke my, the Group's and/or any participant(s)' entry into, attendance at and/or use of the Park District Facilities at any time for violation of and/or failure to follow and adhere to the Federal and State Regulations and Park District Rules.

RELEASE AND HOLD HARMLESS AGREEMENT

In consideration of the Park District allowing me, the Group and the participants to enter into, attend and use the Park District Facilities, I hereby for myself, the Group and the participant(s) and the heirs, executors, administrators, successors and assigns of myself, the Group and the participant(s), waive and release any and all rights, claims or causes of action which I, the Group and/or the participant(s) may have against the Park District for any loss, damage or injury arising out of any such use of the Park District Facilities.

I do further agree to indemnify and hold harmless the Park District, its Commissioners, officers and employees, from any claim for any loss, damage or injury sustained by me, the Group, any participant and/or any third party, including reasonable attorney fees incurred in defense thereof, related to the entry into, attendance at and/or use of the Park District Facilities by me, the Group and/or any participants. **I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS ABOVE-REFERENCED INDEMNITY, RELEASE AND WAIVER OF LIABILITY, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE AND RELEASE THE RIGHTS OF MYSELF, THE GROUP AND THE PARTICIPANT(S) CONCERNING LIABILITY AS DESCRIBED ABOVE, ON BEHALF OF MYSELF, THE GROUP AND THE PARTICIPANT(S).**

Participant's Signature: _____ Participant's Printed Name: _____

Legal Guardian's Signature: _____ Legal Guardian's Printed Name: _____

Group: _____ Date: _____