

PARTICIPATION AGREEMENT, POLICIES, AND WAIVER

WARNING OF RISK

Despite the implementation of all reasonable precautions by Will County Seniors, Senior Services of Will County, and its entities, an unavoidable risk of serious injury will always exist when participating in any recreational activity. Not all hazards and dangers can be foreseen. Participants must understand that certain risks and hazards will be inherent to participation in that activity, including but not limited to risks and hazards associated with inclement weather, slip and falls, overexertion and fatigue, disregarding safety rules and instructions, collision with stationary objects or other participants, poor skill level or conditioning, carelessness, horseplay, unsportsmanlike conduct, premises defects, inadequate or defective equipment, inadequate supervision, instruction or officiating. Additionally, participants are further expressly informed that any program or activity involving the presence of or interaction with other people can carry the risk of the transmission of disease between such people.

WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

I acknowledge and assume the risks of property damage, accidents, injuries (including death), loss of bodily functions, transmission of disease, disabilities, medical disorders, pain and suffering, lost income and medical expenses that arise from participation in any program or activity offered by Will County Seniors, Senior Services of Will County and/or its entities, and my use of facilities, transportation services, premises and equipment provided by Will County Seniors, Senior Services of Will County and/or its entities. I further acknowledge that the foregoing risks may arise from my own action or inaction, the actions or inaction of other program or activity participants, the conditions under which a program or activity is conducted, or from the negligent actions or inaction (including any failure to warn) of Will County Seniors, Senior Services of Will County and/or its entities, personnel, contractors or service providers. In consideration of being allowed to participate in programs or activities offered by Will County Seniors, Senior Services of Will County and/or its entities, or to use facilities, transportation services, premises and equipment provided by Will County Seniors, Senior Services of Will County and/or its entities, I hereby release, waive and discharge Will County Seniors, Senior Services of Will County and/or its entities, and its officers, officials, employees, agents, volunteers and contractors (collectively, the "releasees") from any and all liability and all claims of any kind whether for personal injury, transmission of disease, property damage or death, arising from participation in any activity or program offered by Will County Seniors, Senior Services of Will County and/or its entities, arising from my use of facilities, transportation services, premises and equipment provided by Will County Seniors, Senior Services of Will County and/or its entities, or arising from the use or publication or broadcast by releasees of photographs or videos of me participating in programs or activities offered by Will County Seniors, Senior Services of Will County and/or its entities, whether or not caused by the negligence of the releasees or any of them and further covenant that I shall not sue any of the releasees with respect to any such liability or claims. In the event that I or anyone else nonetheless makes a claim or files suit against releasees arising out of any of the above-described matters, I will indemnify and hold releasees harmless of and from any and all damages or judgments and costs of litigation, including attorney fees. The provisions hereof are to be construed broadly as possible in favor of releasees, and this Agreement as a whole shall be governed by the laws of the State of Illinois (without reference to the conflicts of laws rules thereof). If any part of this Agreement shall be ruled invalid by a court having jurisdiction, the balance shall be enforced to the maximum possible extent. I am signing this Agreement freely and voluntarily, having read and understood it and with a full opportunity to consider its substance and with the intention of fully and unconditionally assuming the risks and releasing the liabilities as described above in this Agreement.

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