

WAIVER, RELEASE AND INDEMNIFICATION – RAIN BARREL RECIPIENT

I, undersigned, as the recipient of rain barrel(s) from the Village of Arlington Heights as part of its agreement with the Metropolitan Water Reclamation District of Greater Chicago (“MWRD”) for the distribution of rain barrels (“Rain Barrel Program” or “Program”), agree as follows:

1. RISK OF INJURY OR DAMAGES: As a recipient of rain barrels from MWRD and the Village and a participant in the Rain Barrel Program, I understand that my decision to obtain rain barrels and to participate in the Rain Barrel Program is voluntary. Further, I recognize and acknowledge that there are certain risks of property damage and physical injury associated with the Rain Barrel Program, and agree to assume the full risk of any injuries, illness or death and damages or losses of any kind, including property damage, which I may sustain as a result of participating in the Rain Barrel Program and any activities related to or associated with the Rain Barrel Program.

2. WAIVER OF INJURY CLAIMS: I agree to waive and relinquish any and all claims, rights, demands and/or causes of action of whatsoever kind or nature, whether known or unknown, which I may have against the Village of Arlington Heights (hereinafter “Village”), its former, current and future officers, appointed and elected officials, mayor, trustees, employees, attorneys, agents and volunteers arising out of, connected with, or in any way associated with my participation in the Program and any activities related to or associated with said Program.

3. RELEASE FROM LIABILITY: I fully release and discharge the Village, its former, current and future officers, appointed and elected officials, mayor, trustees, employees, attorneys, agents and volunteers, from any and all claims, rights, demands and/or causes of action of whatsoever kind or nature, whether known or unknown, which I may have or claim to have, arising out of, connected with, or in any way associated participation in the Program and any activities related to or associated with said Program.

4. INDEMNIFICATION AND DEFENSE: I further agree to indemnify, hold harmless and defend the Village, its former, current and future officers, appointed and elected officials, mayor, trustees, employees, attorneys, agents and volunteers, from any and all claims, rights, demands and/or causes of action of whatsoever kind or nature, whether known or unknown, which I may have or claim to have, arising out of, connected with, or in any way associated with my participation in the Program and any activities related to or associated with said Program. I further agree to indemnify and hold harmless the Village, its former, current and future officers, appointed and elected officials, mayor, trustees, employees, attorneys, agents and volunteers from any loss, liability, damage, cost, or expense which they may incur as the result of my death, injury, or property damage that I sustain while participating in the Program.

5. ADMISSIBILITY, SEVERABILITY AND BINDING EFFECT: I agree that this Waiver, Release and Indemnification shall be admissible in evidence in any proceeding or litigation in which the terms of this Waiver, Release and Indemnification are sought to be enforced. I agree that this Waiver, Release and Indemnification is intended to be as broad and inclusive as permitted by the laws of Illinois, and that if any portion hereof is held invalid, I agree that the balance thereof will, notwithstanding, continue in full legal force and effect. I agree that this Waiver, Release and Indemnification shall inure to the benefit of, and shall be binding upon my heirs, legatees, transferees, assigns, personal representatives, owners, insurers, agents, servants, employees, administrators, executors, representatives and/or successors in interest of any kind whatsoever.

6. ACKNOWLEDGMENT: I have carefully read and fully understand and agree to the above stated conditions of participation. I am aware that this is a waiver and release of liability and a contract between myself and the Village of Arlington Heights, and sign it of my own free will.

Signature

Date

Printed Name

Address of Residence