

**Kiwanis Aurora, Kiwanis International,
City of Aurora, Aurora Township,
Fox Valley Park District &
Fox Metro Water Reclamation District
Intergovernmental and Combined Liability Waiver Form:
WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK**

Participant's Name: (print) _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Telephone: (_____) _____ **Email:** _____

<p>WARNING</p> <p>Participation in the 2022 Community Cleanup Day Service Project may involve hazardous activities such as water contact activities where lifeguards are not provided and clean-up work on, in, or adjacent to a waterway or stream not owned, supervised, maintained, or controlled by the local government entities or charitable organizations sponsoring this project.</p>
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On behalf of myself, and/or my minor child or ward, my/our successors, executors, administrators and/or assigns, including any one claiming by or on behalf of me/us, in consideration of the right to participate in the **2022 Community Cleanup Day Service Project** and to use the facilities and equipment of the sponsoring entities and organizations, subject to the terms and conditions of this agreement, I agree as follows:

I recognize and acknowledge that there are certain risks of physical injury to participants in water contact and stream or waterway clean up activities, and I voluntarily agree to assume the full risk of and legal responsibility for any and all injuries, damages or loss, regardless of severity, including personal injury or death, and property damage that I or my minor child or ward may sustain as a result of said participation.

I do hereby fully waive, release, agree to indemnify, hold harmless and forever discharge Kiwanis Aurora, Kiwanis International, City of Aurora, Aurora Township, Fox Valley Park District and Fox Metro Water Reclamation District, including their elected officials, officers, agents, insurers, employees, and volunteers, from and against any and all claims, demands, or liability and causes of action for personal injuries, property damages, negligence, expenses, attorney's fees, costs, or any other loss or cause of action whatsoever which may arise or occur as a result of, or in any way connected to my participation in the **2022 Community Cleanup Day Service Project** that I or my minor child or ward, or anyone claiming on my or our behalf, may have against the aforesaid sponsoring entities and organizations.

Kiwanis Aurora, Kiwanis International, City of Aurora, Aurora Township, Fox Valley Park District and Fox Metro Water Reclamation District will not be held liable for, and I assume responsibility for, any actual or alleged violations of the Governor's Executive Orders relating to COVID-19 and all variants which may knowingly or potentially occur during the volunteer activity. I also agree to follow the direction of Kiwanis Aurora, Kiwanis International, City of Aurora, Aurora Township,

Fox Valley Park District and Fox Metro Water Reclamation District regarding social distancing or other measures put in place to mitigate COVID-19.

I herby consent to emergency transportation and medical treatment necessary in the even of injury or illness while serving as an unpaid participant for Kiwanis Aurora, Kiwanis International, City of Aurora, Aurora Township, Fox Valley Park District and Fox Metro Water Reclamation District in the **2022 Community Cleanup Day Service Project**.

I herby accept full responsibility for the payment and any expenses and waive any claim to compensation or indemnification of any emergency transportation and treatment expenses, any subsequent bills, and acknowledge and agree that he Kiwanis Aurora, Kiwanis International, City of Aurora, Aurora Township, Fox Valley Park District and Fox Metro Water Reclamation District shall not be liable or responsible for any such bills or expenses including association to the Volunteer Waiver which shall survive the termination of this agreement

I have read this **2022 Community Cleanup Day Service Project** Volunteer Release and understand all its terms an execute it freely and voluntarily with full knowledge of its significance.

I execute this Waiver and Release of All Claims freely and voluntarily and for and on behalf of myself and/or my minor child and/or ward, and for anyone claiming under or through any of them, and for each of my or our or their respective heirs, administrators, executors, successors, representatives and assigns. If any provision of this Agreement is found to be invalid or illegal by a court of competent jurisdiction, I agree that the remaining provisions shall be construed as if the affected provision had not been included in order to effectuate the intent of the parties.

BEFORE SIGNING THIS FORM, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND ALL OF THE INFORMATION IN IT. I ACKNOWLEDGE THAT I DO NOT NEED ANY FURTHER EXPLANATION OF ITS CONTENTS AND WAIVE ANY FURTHER EXPLANATION. I HAVE VOLUNTARILY AGREED TO ITS TERMS AND PROVISIONS AND I AGREE THAT NO OTHER STATEMENT, REPRESENTATION OR INDUCEMENT APART FROM WHAT IS STATED IN THIS AGREEMENT HAVE BEEN MADE TO ME TO OBTAIN MY CONSENT AND MY SIGNATURE TO IT. THIS IS A BINDING LEGAL AGREEMENT.

Dated: _____, 2022.

Participant’s Signature: _____

IF A PARTICIPANT IS UNDER THE AGE OF 18 YEARS, THE SIGNATURE OF A PARENT OR LEGAL GUARDIAN IS ALSO REQUIRED.

Minor Child or Ward’s Name: _____

Minor Child or Ward’s Date of Birth: _____

Dated: _____, 2022.

Parent or Legal Guardian’s Signature: _____