

VILLAGE OF MCCOOK: WAIVER AND RELEASE OF ALL CLAIMS

Date _____ Representative Name _____ Organization Name _____
Address _____ Phone _____

This Waiver and Release of All Claims (the "Release") is entered into by the above-named Organization (the "Organization") on the date listed above. The Organization desires to participate in the Chamber Exposition (the "Exposition") taking place on Saturday, September 28, 2019 at the Village of McCook's (the "Village") Athletic and Exposition Center, located at 4750 Vernon Avenue, McCook, Illinois, 60525. The Organization assumes full risk and responsibility, during and after the Organization's participation in the Exposition, for the Organization's participation in the Exposition, for the Organization's use of Village facilities, equipment and/or property, and for what instructions or information the Organization receives or follows.

FOR AND IN CONSIDERATION of the Organization being permitted to participate in the Exposition on Village property and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Organization, for its officers, directors, trustees, agents, servants, representatives, attorneys, insurers, individuals, employees, independent contractors, personal representatives, administrators, heirs, next of kin and assigns, hereby releases, waives, discharges and covenants not to sue the Village and the Village's officials (whether elected or appointed), officers, directors, trustees, agents, servants, representatives, attorneys, insurers, individuals, employees, independent contractors, successors, predecessors and any other party in any way related to the Village (collectively, the "Released Parties") of and from any and all losses and damages and for any and all claims, suits and damages on account of any injury to the person or property of the Organization, including death, that may be caused by negligence of the Released Parties, or otherwise, while the Organization is participating in the Exposition or that occurred or is alleged to have occurred, in whole or in part, in connection with the Exposition or the Organization's use of the Village facilities, equipment or property.

To the fullest extent permitted by law, the Organization agrees to and shall indemnify, hold harmless and defend the Released Parties of, from and against any and all losses, liabilities, claims, demands, penalties, liens, encumbrances, obligations, causes of action, damages (whether actual or punitive) and costs and expenses (including reasonable attorneys' fees and court costs) whether known or unknown, suspected or unsuspected, contingent or actual, liquidated or unliquidated, that occurred or were incurred by reason of any injury, including death, sustained by the Organization or its representatives or sustained by others and caused by the activities or omissions of the Organization or its representatives, arising out of or in any way connected with the Organization's participation in the Exposition or the Organization's use of Village facilities, equipment or property.

The Organization's representative acknowledges that he or she is able to speak and read English and has carefully read the contents of this Release or has had this Release translated for him or her and understands the translation. The Organization's representative further acknowledges that he or she is competent, over eighteen years of age and has authority to enter into this Release and that he or she has not been given any promise or inducement to sign this Release, other than the consideration provided for herein. The Organization's representative further understands that this Release is intended as a complete waiver and release in favor of the Released Parties, and the Organization and its representatives hereby assume full responsibility for and risk of property damage, bodily injury for its representatives, and others damaged or injured as a result of the Organization's negligence, acts or omissions while participating in the Exposition or the use of Village facilities, equipment or property. The Organization's representative further acknowledges that he or she has signed this Release as his or her own free and voluntary act.

THE ORGANIZATION'S REPRESENTATIVE HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS THE TERMS CONTAINED HEREIN.

X _____ X _____
(Organization's Signature) (McCook Official's Signature)

X _____ X _____
(Organization's Printed Name) (McCook Official's Printed Name)