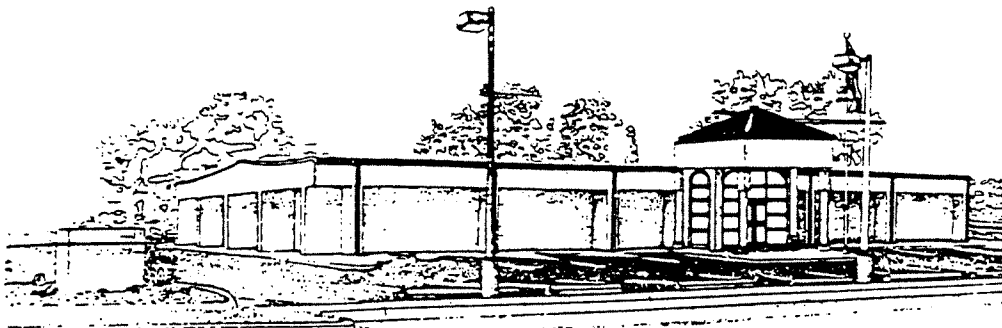




Hoopeston Municipal Building

City of Hoopeston

301 W. Main St.
Hoopeston, IL 60942
(217) 283-5320
Fax: (217) 283-7965

RELEASE AND WAIVER OF LIABILITY

The City of Hoopeston, Illinois ("City") is a municipal corporation. City owns or otherwise has an interest in real property within the corporate limits of the city, including various parcels and rights-of-way. In consideration of my engaging in certain activities, namely _____, on City property or right-of-way, I hereby agree to release, indemnify, discharge and waive any liability as to City and any of its officers, employees or agents, in their individual and corporate capacity, for myself, my spouse, my children, my heirs and assigns, any personal representative and my estate as follows:

1. I acknowledge that my engaging in any of the activities can result in injuries or damage to property or persons. I understand that such risks are inherent in the activities described above.
2. I expressly agree and promise to accept and assume all of the risks with regard to damages or injuries existing or associated with the activities described above now and in the future. My engaging in the activities is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless City and any of its officers, employees or agents, individually and in their corporate capacity, from any and all claims, liabilities, demands, damages or causes of action of any nature and kind, including attorneys' fees, known or unknown, which arise out of or relate to any injury, loss or damage that may be sustained as a result of my engaging in the activities described above now and in the future.
4. Should City incur attorney's fees and costs to enforce this Release and Waiver of Liability, I agree to indemnify them for such fees and costs.
5. I agree that if any portion of this Release and Waiver of Liability is found void or unenforceable, the remaining portion shall remain in full force and effect.
6. This Release and Waiver of Liability may not be modified.

By signing this document, I acknowledge that if any injuries or damages arise out of my engaging in the activities described herein, I may be found by a court of law to have waived my right to maintain a lawsuit against City and any of its officers, employees and agents on the basis of any claim from which I have released them herein as well as to have indemnified them against any and all claims of whatsoever nature. I have had sufficient opportunity to read this entire document. I have read and understood it and I agree to be bound by its terms.

Date: _____

(signature)

(print name)

Address: _____ Phone: _____