**WAIVER OF LIABILITY AND HOLD HARMLESS**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represent and warrant that I am the parent or legal guardian, and have the legal authority to make decisions, for the minor whose name is printed at the bottom of this Waiver and Release of all Claims (***"Minor"***), which Minor will be performing volunteer work for the City of Des Plaines Department of Public Works and Engineering (***"Department"***), including without limitation the performance of work and activities necessary to fill, carry, and store sandbags (***"Volunteer Activities"***).

I have read this form carefully and am aware that by signing this form and allowing Minor to participate in the Volunteer Activities, I am WAIVING and RELEASING all claims arising out of such participation. In consideration of the City of Des Plaines (***"City"***) allowing Minor to participate in the Volunteer Activities, I hereby agree as follows:

Acknowledgment of Volunteer Status

I acknowledge and agree that: (1) no person, including without limitation Minor and me, will receive payment or compensation of any kind for Minor's participation in the Volunteer Activities; (2) Minor's participation in the Volunteer Activities will not create any employment or agency relationship with the City; (3) Minor's participation in the Volunteer Activities will not create any special duty relationship between Minor, me, or any other person and the City; and (4) Minor will not be covered by, or eligible for compensation from, any of the City insurance or self-insurance policies or programs during, or as a result of, Minor's participation in the Volunteer Activities. I represent that I, before Minor participates in the Volunteer Activities, will bring all questions or concerns that I or Minor have regarding the performance of the Volunteer Activities to the attention of a Department employee who is present during the Volunteer Activities. I acknowledge and understand that the City reserves the right to deny or cease Minor's participation in the Volunteer Activities at any time.

Acknowledgement and Assumption of Risk of Injury and Loss

I represent that Minor: (1) has the necessary abilities, skills, and knowledge to participate in the Volunteer Activities; and (2) does not suffer from any type of ailment, illness, or disorder that affects or may affect Minor's ability to participate in the Volunteer Activities. I recognize and acknowledge that participation in the Volunteer Activities involves risks of bodily injury, death, and property loss. I hereby agree to, and do, assume the full risk of any injuries, including death, and of any property loss, and of all expenses, costs, damages, and losses that I, or Minor, may sustain as a result of Minor's participation in any and all activities associated with the Volunteer Activities.

Waiver of and Release of Claims

I hereby agree to, and do, waive, release and relinquish all claims, demands, rights of action, damages, liabilities, and controversies of every kind, known and unknown, present and future, that I, or Minor, may have against the City and its officers, agents, servants, employees, insurers, related or affiliated individuals or entities, successors, and assigns arising out of, connected with, or in any way related to my or Minor's participation in the Volunteer Activities.

Indemnity and Defense

I hereby further agree to indemnify, hold harmless, and defend the City and its officers, agents, servants, employees, insurers, related or affiliated individuals or entities, successors and assigns from any and all claims, lawsuits, demands, damages, liabilities, losses and expenses, including attorneys' fees and administrative expenses, of every kind, known and unknown, present and future, arising out of, connected with, or in any way related to Minor's participation in the Volunteer Activities.

I have read and fully understand this Waiver and Release of All Claims and execute it of my own free will and without any reservation whatsoever.

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Print Name of Minor Date

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Signature of Parent or Guardian If Guardian State Relationship to Participant