

## **RELEASE AND WAIVER OF LIABILITY AGREEMENT**

**PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!**

This Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (the “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (the “Property Owner”), and Woodford County, its directors, officers, employees, volunteers, and agents (collectively, the “County”).

The Property Owner understands that the County has in its possession dirt, soil, and other materials that, through the County’s activities including, but not limited to, cleaning ditches, the County has extracted and collected from the ground and properties. The Property Owner understands that the County has implemented a dirt drop-off program (“the Program”), whereby the County has offered to deposit materials collected by the County, onto the property of residents of Woodford County. The Property Owner desires to participate in the Program and to allow the County to deposit materials onto the Property Owner’s property. The Property Owner hereby freely, voluntarily, and without duress executes this Agreement under the following terms:

**1. Release and Waiver.** In consideration for participation in the Program, the Property Owner does hereby release, waive, discharge, and covenant not to sue the County from any and all liability, claims, demands, actions, and causes of action whatsoever, which arise or may hereafter arise from the Property Owner’s participation in the Program.

The Property Owner understands that this Agreement discharges the County from any liability or claim that the Property Owner may have against the County with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Property Owner’s participation in the Program, whether caused by the negligence of the County, or otherwise.

**2. Assumption of Risks.** The Property Owner understands that the Program involves work that may be hazardous to the Property Owner and the Property Owner’s property, including, but not limited to, dumping, loading, unloading, shoveling, and depositing materials onto the Property Owner’s property, maneuvering vehicles on or near the Property Owner’s property, and operating tools on or near the Property Owner’s property. The Property Owner understands that any materials deposited onto the Property Owner’s property present hazards to the Property Owner and the Property Owner’s property, including but not limited to, unstable surfaces, health risks from exposure to the materials, and risks of damage to other property. The Property Owner acknowledges that the County makes no warranty or guarantee as to the condition, safety, or suitability of any materials deposited on the Property Owner’s property for any purpose. The Property Owner is fully aware of risks and hazards connected with

participating in the Program, and is fully aware that there may be risks and hazards unknown to the Property Owner connected with participating in the Program, and the Property Owner hereby elects to voluntarily participate in the Program knowing that the work and conditions associated with the Program may be hazardous or may become hazardous or dangerous to the Property Owner and the Property Owner's property. The Property Owner voluntarily assumes full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by the Property Owner, or any loss or damages to property owned by the Property Owner, as a result of being a participant in the Program, whether caused by the negligence of the County, or otherwise.

**3. Indemnification and Hold Harmless.** The Property Owner further hereby agrees to indemnify and save and hold harmless the County from any loss, liability, damage or costs the County may incur due to the Property Owner's participation in the Program, whether caused by the negligence of the County, or otherwise.

**4. No Violation of Laws and Regulations.** The Property Owner agrees and covenants to (a) abide by all state and national laws and regulations regarding possession of any materials deposited on the Property Owner's property pursuant to the Program; and (b) maintain proper safety procedures regarding possession of any materials deposited on the Property Owner's property pursuant to the Program.

**5. Application.** It is the Property Owner's express intent that this Agreement shall bind the members of the Property Owner's family and spouse, if the Property Owner is alive, and the Property Owner's heirs, assigns and personal representative, if the Property Owner is deceased, and shall be deemed as a Release, Waiver of Liability, Discharge, and Covenant Not to Sue the County.

**6. Other.** The Property Owner expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the State of Illinois, and that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. The Property Owner agrees that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provisions shall not otherwise affect the remaining provisions of this Agreement, which shall continue to be enforceable.

IN WITNESS THEREOF, the Property Owner has executed this Agreement as of the day and year first written above.

Property Owner Signature: \_\_\_\_\_

Property Owner Name Printed: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Name Printed: \_\_\_\_\_