

Village of Island Lake
Release Agreement Open Gym/Recreational Equipment

In consideration of the Village of Island Lake allowing participation in Open Gym and use of its recreational equipment ("facilities"), the undersigned, individually, and as parent or legal guardian of the named participating minor(s) (collectively, "Releasor"), hereby agrees to release, covenant not to sue, and indemnify the Village of Island Lake, its board members, employees, representatives and agents (collectively, "Releasees") as follows and hereby waive and release all claims for injuries that may arise during my/our use of said facilities.

In using said facilities, I/we recognize and acknowledge that there are certain risks of physical injury and I/we agree to assume full risk of, including death, damage, or loss regardless of severity which I/we or any other user may sustain as a result of participating in any and all activities connected with or associated with my/our use of said facilities. I/we understand that not all hazards and dangers can be foreseen. Depending on the activity, certain risks, dangers and injuries due to inclement weather, slipping, falling, carelessness, horseplay, premises defects, inadequate or defective instructions or equipment, and other circumstances inherent to the use of Open Gym and Village recreational equipment. The Village of Island Lake cannot guarantee absolute safety. I/we agree to waive and relinquish all claims I/we may have because of using the Village's facilities against the Releasees and hereby covenant not to sue them.

The Village of Island Lake makes no warranty or representation about the condition of its facilities, which I/we have examined and have concluded adequate for my/our required purposes and I/we agree that this waiver, release and indemnity shall be effective regardless of the condition of the facilities. I/we agree to be responsible for the costs to repair any damages to the facilities, or the property of others, which occurs during my/our use of the facilities.

If any part of the provisions of this document is held unenforceable the balance shall be given full force and effect.

The undersigned acknowledges that they have had sufficient time to read this entire agreement and understand all of it and agree to be bound by its terms. Use of Open Gym and the Village recreational equipment is purely voluntary, and I (or my minor participants) elect to participate in spite of the risks. I am aware that this is a release of liability, a waiver of my (and my minor participants) legal right to collect damages in the event of injury, death, or property damage, and an agreement not to sue Releasees, including the Village of Island Lake and I hereby sign it of my own free will.

Releasor/Parent/Guardian Signature/s _____

Date

Street Address of Releasor/Parent/Guardian _____

Phone number of Releasor/Parent/Guardian _____

Printed names of minor(s) under the age of 17: _____