VOLUNTEER WAIVER | RELEASE AND INDEMNIFICATION AGREEMENT

I, _____, do hereby certify as follows:

      (Printed Name)

    1.   This is a legally binding Waiver/Release and Indemnification Agreement (hereinafter collectively referred to as "Agreement"), made voluntarily by me, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives, and assigns (hereinafter collectively referred to as "I" or "me").

    2.   I fully recognize that there are dangers and risks to which I may be exposed by participating as a volunteer for the City of Collinsville for the purpose of providing voluntary services and otherwise assisting in programs/services, including but not limited to personal injury or death, and property damage or loss.

    3.   I understand that the City of Collinsville and any person or entities associated therewith do not require me and have not encouraged me to participate as a volunteer, but I want to do so despite the possible dangers and risks and the requirement that I sign this Agreement.

    4.   I affirm that I have consulted with a medical doctor with regard to my personal medical needs and that there are no health-related issues that preclude or restrict my participation as a volunteer.

    5.   With informed consent and in consideration of being permitted to participate for the purpose of providing voluntary services, I hereby release, waive, discharge and covenant not to sue the City of Collinsville, its officials, servants, agents and employees, and any other persons and entities associates therewith, from any and all liability, claims, losses, demands, actions and causes of action whatsoever arising out of or relating to any claims, loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, while participating as a volunteer.

    6.   I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of my participation as a volunteer, and I further hereby agree to indemnify, protect, and save and hold harmless the City of Collinsville, its officials, servants, agents and employees and each of them, and any other persons and entities associated

therewith, from any claim, loss, liability, damage or costs whatsoever, including but not limited to personal injury, property damage, court costs, attorney's fees and interest, however caused, that I, and/or any third party, may incur during and as a result of my participation as a volunteer.

7.   It is my express intent that this Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assignees and personal representative, if I am deceased.

8.   I agree that this Agreement shall be governed for all purposes by Illinois law. Notwithstanding anything herein to the contrary, I understand that all terms and conditions of this Agreement shall be construed or interpreted as consistent with, and not as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) as now or hereafter amended.

8.   I agree that should any provision of this Agreement be found to be unenforceable, that all remaining provisions of this Agreement will remain in full force and effect.

9.   I have read and fully understand this entire Agreement, I acknowledge that I have had the opportunity to review this Agreement with an attorney of my choosing if I so desire, and I agree to be legally bound by this Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Agreement on this _____ day of _____, 20____.

_____
(Signature)

_____
(Printed Name)