



Indiana Trails Fund, Inc. WAIVER AND RELEASE AGREEMENT

THIS IS A RELEASE OF LIABILITY, PLEASE READ CAREFULLY BEFORE SIGNING

NAME: _____ (print)

ADDRESS: _____

CITY/STATE ZIP CODE: _____

PHONE (h) (w): _____, cell _____

EMAIL: _____

Are you registered as part of a group? ___ Yes ___ No

If yes, what is the name of the group? _____

Are you under 18 years of age? ___ Yes ___ No; If yes, what year were you born? _____

How did you hear about this project? _____

In return for receiving permission from the Indiana Trails Fund, Inc. for allowing me to participate as a volunteer on the Milwaukee Road Transportation Trailway Project, I agree to assume all risks of loss and injury that may arise out of my participation.

And, I agree to waive any and all claims against them and the other parties described below.

I hereby release, and agree to indemnify and hold harmless the Indiana Trails Fund, Inc. project participants and anyone else involved with this project and their respective agents, representatives, officers, employees, successors, assigns and insurers, hereinafter referred to collectively as "the Released Parties", from any and all liability, claims, demands or actions or causes of action whatsoever, arising out of damage, loss or injury to my person or property, whether anticipated or unanticipated, while participating in any of the activities contemplated by this agreement, whether such damage, loss, or injury results from the negligence of the Released Parties, their respective agents, officers, employees, successors, assigns and insurers or from some other cause.

This release and agreement shall be binding upon me, my heirs, successors, assigns, administrators and executors.

I expressly acknowledge, represent and agree that expressly identifying and explicitly naming the respective agents, representatives, officers, employees, successors, assigns and insurers of the parties released, all of whom I intend to be released by this document, is a practical impossibility for the parties. I expressly acknowledge that, for good and valuable consideration, the terms "respective agents, representatives, officers, employees, successors, assigns, and insurers", however used in this Waiver and Release Agreement, are expressly and explicitly intended to include all and each and every individual, person, firm, entity and corporation who are now, or at any time may have been included in the specifically listed categories.

I realize that working on this project may involve risks and hazards, which may include, but are not limited to:

- (1) The use of tools and other construction related equipment,
- (2) Working around other participants who may not be accustomed to this type of labor or the tools and equipment associated with it,
- (3) Working in mountainous, back country, or other urban or rural terrain that may be uneven, rocky and otherwise hazardous,
- (4) Other risks and hazards that may be described in the project description.

I am aware of these and other risks and hazards inherent in participating in this project and hereby assume sole responsibility for all such risks and hazards.

In Addition:

I, _____, grant Indiana Trails Fund, Inc. and other project sponsors permission to utilize my image in photographic recordings of the project, and I waive any right to claim compensation in exchange for participating in the project.

I agree to abide by the rules and regulations of the Indiana Trails Fund, Inc. while participating in this project.

I hereby acknowledge that I have read, understood, and voluntarily agreed to the foregoing waiver and release agreement.

Signature _____ Date: _____

Signature of parent or guardian if you are under 18 years of age:

Signature _____ Date: _____

Person to contact in case of an emergency:

Name: _____, Relationship _____

Phone: (1) _____ (2) _____