

**Village of North Utica  
WAIVER AND RELEASE OF ALL CLAIMS**

**ACTIVITY: North Utica Volleyball Clinic  
Location: 248 W. Canal Street, Utica, IL**

**IMPORTANT INFORMATION:** The Village of North Utica is committed to conducting its recreation programs and activities in the safest manner possible and holds the safety of participants in the highest possible regard. Participants and parents registering their child in recreation programs must recognize, however, that there is an inherent risk of injury when choosing to participate in recreation activities. The Village of North Utica continually strives to reduce such risks and insists that all participants follow safety and instructions which have been designed to protect the participant's safety.

Please recognize that the Village of North Utica does not carry medical accident insurance for injuries sustained in its recreation programs. The cost of such would make program fees prohibitive. Therefore, each person registering themselves or a family member for a recreation program/activity should review their own health insurance policy for coverage. It must be noted that the absence of health insurance coverage does not make the Village of North Utica responsible for the payment of medical expenses.

**WAIVER AND RELEASE OF ALL CLAIMS:** The undersigned acknowledges and agrees that:

1. The risk of injury and/or illness from the activities involved in the Activity are significant, including the potential for serious injury up to and including permanent paralysis and death; and
2. The risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions or diseases, does exist, and it is impossible to eliminate the risk that I could be exposed to and/or become infected with through contact with or close proximity with an individual with a communicable disease; and
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, even if arising from the negligence of the Village of North Utica, and assume full responsibility for my participation; and
4. I for myself and on behalf of my personal representatives, heirs and next of kin, HEREBY RELEASE AND HOLD HARMLESS the VILLAGE OF NORTH UTICA, its officers, agents, and employees (the "RELEASEES") with respect to any and all injury, illness, disability, death or damage to person, arising from participation in the Activity, whether arising from the negligence of the RELEASEES, or otherwise; and
5. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, BEFORE ACKNOWLEDGING BELOW, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE WAIVED AND RELEASED SUBSTANTIAL RIGHTS BY AGREEING TO IT ON MY OWN BEHALF, OR ON BEHALF OF THE MINOR PARTICIPANT, AND I SIGN IT FREELY AND VOLUNTARILY.
6. IN THE EVENT OF AN EMERGENCY, I authorize the Village of North Utica officials to secure from any licensed hospital, physician and/or medical personnel any treatment deemed necessary for me or my minor child/ward's immediate care and agree that I will be responsible for payment of all medical services rendered.

**ACKNOWLEDGMENT BY ADULT PARTICIPANTS:** By acknowledging and agreeing to this Waiver, I agree and verify the following: 1) I consent and agree to assume the risks of participation in this Activity; and 2) that I specifically agree to the release and hold harmless as provided herein, for myself, my heirs, assigns and next of kin, I release and agree to indemnify the Village of North Utica, its officers, Trustees, agents, and employees from any and all liabilities incident to my involvement or participation in this Activity. EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. I warrant that I have full authority to execute this Waiver.

**ACKNOWLEDGMENT BY PARENTS AND/OR LEGAL GUARDIANS OF MINOR PARTICIPANTS:** By acknowledging and agreeing to this Waiver, I agree to and verify the following: 1) I am the parent or legal guardian for the minor participant associated with this guardian account; 2) that the date of birth of the minor participant associated with this guardian account is correct; 3) that as parent/legal guardian with legal responsibility for this participant, I consent and agree to assume the risks of his/her participation in this Activity; and 4) that I specifically

agree to his/her release as provided herein of all the RELEASEES, and, for myself, my heirs, assigns and next of kin, I release and agree to indemnify the RELEASEES from any and all liabilities incident to this minor participant's involvement or participation in this Activity as provided above. EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. I warrant that I have full authority to execute this Waiver.

Dated: \_\_\_\_\_, 20\_\_

Participant's Name: \_\_\_\_\_  
Print Name

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

If Participant is a Minor:

Parent/Guardian: \_\_\_\_\_  
Print Name

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

Date of Birth of Minor: \_\_\_\_\_