

WAIVER AND RELEASE FROM LIABILITY

I, _____, HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge The Knox County Commissioners (Commissioners) and The Knox County Park District (KCPD), and their agents, employees, officers, directors, and affiliate Trail Boards, from any and all claims, demands, causes of action, lawsuits, damages and liabilities, in law or equity, arising from or related to my participation in any volunteer activities conducted by KCPD or its affiliate Trail Boards on property owned by the Commissioners or KCPD. I understand that this waiver of liability does not apply to any acts of intentional, willful or wanton misconduct.

I understand that the activities in which I participate may be inherently dangerous and could cause serious bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns, and next of kin, I waive all claims for damages or injuries sustained by me or my property that I may have against the Commissioners and KCPD. By this Waiver, I assume any risk, and take full responsibility for engaging in volunteer grounds keeping and maintenance activities on property held by the Commissioners and KCPD.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of Commissioners and KCPD.

I have read, understand, and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 years of age or older and mentally competent to enter into this waiver.

Date	Printed Name	Signature
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Date	WITNESS-Printed Name	WITNESS-Signature
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