

VOLUNTEER PARTICIPANT
WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT (ADULT)

In consideration of permission granted by Allen County Partnership for Water Quality (ACPWQ) allowing me to voluntarily participate in the Adopt-a-Drain Project (the "Activity"), which is sponsored by ACPWQ, I represent, covenant and agree, on behalf of myself and my heirs, assigns, and any other person claiming by, under or through me, as follows:

1. I acknowledge that participating in the Activity involves certain risks (some of which I may not fully appreciate) and that injuries, death, property damage and/or other harm could occur to me or others. I accept and voluntarily incur all risks of any injuries, damages, or harm which arise during or result from my volunteer participation in the Activity, regardless of whether or not caused in whole or in part by the negligence or other fault of Allen County Partnership for Water Quality and/or its departments, boards, employees, officers, agents, assigns or insurers ("Released Parties").

2. I waive all claims against any of the Released Parties for any injuries, damages, losses or claims, whether known or unknown, which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties. I release and forever discharge the Released Parties from all such claims.

3. I agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or in part by the negligence or other fault of any of the Released Parties.

4. I have carefully read and reviewed this Waiver, Release and Hold Harmless Agreement. I understand it fully and I execute it voluntarily.

SO EXECUTED this _____ day of _____, 2022.

_____ Name (Printed)

_____ Signature

_____ Phone Number

_____ Email Address