

**ROMEOVILLE AREA CHAMBER OF COMMERCE, INCORPORATED—MARDI GRAS CRAWL PARTICIPANT
RELEASE AND WAIVER**

**NOTE: THIS AGREEMENT MUST BE SIGNED BY ALL MARDI GRAS CRAWL PARTICIPANTS AS A CONDITION OF
THEIR PARTICIPATION IN THE EVENT. ALL PARTICIPANTS MUST BE AGED 21 OR OVER.**

WARNING OF RISK

Despite the implementation of all reasonable precautions by the Romeoville Area Chamber of Commerce, Incorporated (hereinafter, the “Chamber”), an unavoidable risk of serious injury will always exist when participating in any social and/or recreational activity. Not all hazards and dangers can be foreseen. Participants must understand that certain risks and hazards will be inherent to participation in such activities, including but not limited to risks and hazards associated with inclement weather, slip and falls, overexertion and fatigue, disregarding safety rules and instructions, collision with stationary objects or other participants, poor skill level or conditioning, or carelessness. The Chamber further expressly advises participants that the Mardi Gras Crawl involves opportunities for the consumption of alcoholic beverages, and strongly encourages all participants to consume alcoholic beverages responsibly, in moderation and in accordance with all applicable laws and ordinances while participants are participating in the Mardi Gras Crawl. Accordingly, the Chamber hereby informs all participants that it is impossible for the Chamber to guarantee absolute safety for all Mardi Gras Crawl Participants during the event.

WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

I acknowledge and assume the risks of property damage, accidents, injuries (including death), loss of bodily functions, disabilities, medical disorders, pain and suffering, lost income and medical expenses that arise from participation in any program or activity offered by the Chamber, and my use of facilities, transportation services, premises and equipment provided by the Chamber. I further acknowledge that the foregoing risks may arise from my own action or inaction, the actions or inaction of other program or activity participants, the conditions under which a program or activity is conducted, or from the negligent actions or inaction (including any failure to warn) of Chamber personnel, contractors or service providers. I also acknowledge that from time to time, the Chamber may take photographs of me participating in programs or activities offered by the Chamber for use and publication in various publications or media, including but not limited to the Chamber’s website, Chamber program brochures or materials, and Chamber informational, promotional or marketing materials, and I hereby expressly grant to the Chamber the right to use and publish and republish such photographs as contemplated herein, all without compensation or payment for such use and publication. In consideration of being allowed to participate in programs or activities offered by the Chamber, or to use facilities, transportation services, premises and equipment provided by the Chamber, I hereby release, waive and discharge the Chamber and its officers, officials, employees, agents, volunteers and contractors (collectively, the “Releasees”) from any and all liability and all claims of any kind whether for personal injury, property damage or death, arising from participation in any activity or program offered by the Chamber, arising from my use of facilities, transportation services, premises and equipment provided by the Chamber, or arising from the use or publication by Releasees of photographs of me participating in programs or activities offered by the Chamber, whether or not caused by the negligence of the Releasees or any of them and further covenant that I shall not sue any of the Releasees with respect to any such liability or claims. In the event that I or anyone else nonetheless makes a claim or files suit against Releasees arising out of any of the above-described matters, I will indemnify and hold Releasees harmless of and from any and all damages or judgments and costs of litigation, including attorney fees. The provisions hereof are to be construed as broadly as possible in favor of Releasees, and this Agreement as a whole shall be governed by the laws of the State of Illinois (without reference to the conflicts of laws rules thereof). If any part of this Agreement shall be ruled invalid by a court having jurisdiction, the balance shall be enforced to the maximum possible extent. I am signing this Agreement freely and voluntarily, having read and understood it and with a full opportunity to consider its substance and with the intention of fully and unconditionally assuming the risks and releasing the liabilities as described above in this Agreement.

PARTICIPANT’S BIRTHDAY (DD/MM/YYYY): _____

DATE: _____

Printed Participant Name

Participant Signature