

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

The individual named below (referred to as "I" or "me") desires to engage in the following recreational, fitness, or volunteer activity sponsored or supported by or held on or utilizing the property or equipment of the City of Muncie and/or Muncie Sanitary District (jointly, the "City"): _____ (the "Activity"). As lawful consideration for being permitted by the City to participate in the Activity, I agree to all the terms and conditions set forth in this agreement ("**Agreement**").

I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS POTENTIALLY DANGEROUS AND INVOLVES THE RISK OF SERIOUS INJURY AND/OR PERMANENT DISABILITY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE CITY. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE CITY OR OTHERWISE. I ALSO UNDERSTAND AND AGREE THAT THE ACTIVITY IS INDEPENDENT OF, AND THAT ANY INJURY I MAY SUSTAIN DOES NOT ARISE OUT OF OR IN CONNECTION WITH, AN EMPLOYMENT RELATIONSHIP WITH THE CITY, SUCH THAT I HEREBY WAIVE COVERAGE OF THE INDIANA WORKERS' COMPENSATION ACT WITH RESPECT TO MY PARTICIPATION IN THE ACTIVITY. I MAKE THIS WAIVER VOLUNTARILY AND UNDERSTAND THAT THE CITY MAY NOT REQUIRE ME TO SIGN THIS AGREEMENT AS A CONDITION OF OBTAINING OR MAINTAINING AN EMPLOYMENT RELATIONSHIP WITH THE CITY.

I, on behalf of myself, as well as each of my heirs, executors, successors, and assigns (collectively, "**Releasors**"), hereby expressly waive and release any and all actions or causes of action, suits, claims, complaints, damages, and demands of every kind or nature whether existing or contingent, known or unknown, both in law and equity, in any jurisdiction throughout the State of Indiana, against the City, and its respective officials, representatives, employees, agents, successors, insurers, and assigns (collectively, "**Releasees**"), on account of injury, death or property damage arising out of or attributable to my participation in the Activity, whether arising out of the negligence or gross negligence of the City or any Releasees or otherwise. I covenant not to make or bring any such claim against the City or any other Releasee, including any worker's compensation claims, and forever release and discharge the City and all other Releasees from liability arising from such claims. I also understand that the City may not carry or maintain health, medical, property, casualty, or disability insurance coverage for any participant or volunteer in the Activity and that I am hereby expected and encouraged to obtain my own insurance coverage for participating in the Activity.

This Agreement constitutes the sole and entire agreement of the City and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the City and me and our respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts having jurisdiction in Delaware County, Indiana, and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY AND GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR FILE A WORKERS' COMPENSATION CLAIM AGAINST THE CITY RELATED TO THE ACTIVITY, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

Signature: _____

Printed Name: _____

Address: _____

Date: _____