2024 Crystal Lake Community Expo Participant Assumption of Risk, Hold Harmless: Waiver of Liability & Indemnity Agreement

In consideration of ______ [insert name of exhibiting group/organization], including, without limitation, its owners, members, managers, officers, directors, employees, volunteers, agents, and/or guests ("EXPO PARTICIPANT") being allowed to participate in 2024 Crystal Lake Community Expo on Saturday, November 16th 2024 ("ACTIVITY"), the undersigned hereby:

1.ACKNOWLEDGES the ACTIVITY exposes EXPO PARTICIPANT to risks and hazards, some of which are inherent in the very nature of the event itself, others which result from natural causes, error, and negligence on the part of third parties or the EXPO HOST, and that, as a result of the risks and hazards, EXPO PARTICIPANT may suffer serious personal injury and/or property loss; and

2.AGREES that nevertheless EXPO PARTICIPANT freely and voluntarily ASSUMES THE RISKS AND HAZARDS OF THE ACTIVITY; and

3.RELEASES The Crystal Lake Chamber of Commerce, including, without limitation, its owners, members, managers, officers, directors, employees, volunteers, and/or agents, and the host, City of Crystal Lake and each of its respective owners, members, managers, officers, directors, employees, volunteers, and/or agents ("EXPO HOST") from all liability, recourse, proceedings, claims, and causes of action of any kind whatsoever, including claims of personal injuries or property losses, which EXPO PARTICIPANT may suffer arising out of or connected with preparation for, or participation in, the ACTIVITY; and

4.DEFENDS, INDEMNIFIES AND HOLDS HARMLESS EXPO HOST from any claims, liabilities, losses, damages, suits, costs, and expenses of any kind or nature including without limitation reasonable attorneys' fees ("Claims") arising from or relating to EXPO PARTICIPANT'S participation in the Activity, except to the extent that any Claims are solely caused by the gross negligence or deliberate misconduct of EXPO HOST; and

5.UNDERSTANDS that by participating in the ACTIVITY, EXPO PARTICIPANT will be forever prevented from suing or otherwise claiming against EXPO HOST for any loss or damage connected with any property loss or personal injury sustained while participating in or preparing for the ACTIVITY except to the extent such loss or damage solely caused by the gross negligence or deliberate misconduct of EXPO HOST; and

6.AGREES these terms are binding on EXPO PARTICIPANT heirs, legal representatives, agents, personal representatives, trustees, successors, and assigns.

The undersigned has full authority to execute this Agreement on behalf of EXPO PARTICIPANT.

Agreed this _____ day of _____ 2024

Name of Organization

Signature of Authorized Person

Printed Name of Authorized Person

Title of Authorized Person