

**LAPORTE COUNTY SOLID WASTE DISTRICT
WAIVER AND RELEASE OF LIABILITY**

**PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT
AFFECTS YOUR LEGAL RIGHTS.**

BEFORE SIGNING THIS WAIVER AND RELEASE OF LIABILITY, READ THIS ENTIRE DOCUMENT CAREFULLY. IF YOU SIGN THIS WAIVER AND RELEASE OF LIABILITY AND AN INCIDENT OCCURS RESULTING IN INJURY OR LOSS OF PROPERTY, THEN YOU WILL BE GIVING UP LEGAL RIGHTS THAT YOU MIGHT OTHERWISE HAVE HAD.

This Waiver and Release is executed on the date entered below by the undersigned (the "Volunteer") in favor of the LaPorte County Solid Waste District and its elected officials, officers, employees, agents and the like (collectively the "LaPorte County Solid Waste District").

WAIVER AND RELEASE

The Volunteer freely, voluntarily and without duress executes this Waiver and Release under the following terms:

1. For good and valuable consideration including Volunteer's ability to participate in a Solid Waste District sponsored activity or activities, Volunteer agrees on behalf of Volunteer and Volunteer's heirs, assigns and the like, to hold harmless, indemnify and defend the Solid Waste District and its officers, officials, employees and agents from and against any and all liability, loss, damages, expenses, costs (including attorney fees) arising in any way out of Volunteer's participation in the Solid Waste District sponsored activity or activities including, but not limited to, any acts or omissions to act which the Volunteer may commit. However, the Solid Waste District and Volunteer understand that the Solid Waste District is not released from liability for harm incurred by Volunteer which results from the Solid Waste District's intentional or reckless conduct.
2. The Volunteer understands that the activity Volunteer is participating in may involve hazards that are either known or unknown that may subject the Volunteer to the risk of personal injury or death and damage to property and, with that understanding, Volunteer hereby expressly and specifically assumes all risk of injury or harm associated with the activity and releases the Solid Waste District from any and all liability for injury, illness, death or property damage resulting from the Activities and caused by Volunteer or by the negligence of the Solid Waste District.

EARLY TERMINATION OF SERVICES OR ACTIVITY

The Solid Waste District reserves the right to terminate Volunteer's services or the activity itself at any time with or without cause or notice. Volunteer agrees that although Volunteer is not an employee of the Solid Waste District, Volunteer will act in accordance with all applicable Solid Waste District policies while engaged in the activity.

CONSTRUCTION OF WAIVER AND RELEASE AND SEVERABILITY

The Volunteer expressly agrees that this Waiver and Release is intended to be as broad and inclusive as permitted by the laws of the State of Indiana and that this agreement shall be governed and interpreted by Indiana law. It is further agreed that nothing in this Waiver and Release shall be construed as a waiver, replacement or forfeiture of any other legal rights and defenses available to the Solid Waste District. The Volunteer agrees that in the event any clause or provision of this Waiver and Release is deemed invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Waiver and Release which shall continue to be enforceable.

I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE AND HAVE READ THE PRECEDING WAIVER AND RELEASE OF LIABILITY THOROUGHLY AND I FULLY UNDERSTAND ITS TERMS AND CONDITIONS AND ENTER INTO IT ON BEHALF OF MYSELF, MY HEIRS, NEXT OF KIN ASSIGNS AND PERSONAL REPRESENTATIVES. NO ONE HAS MADE ANY REPRESENTATIONS, STATEMENTS OR INDUCEMENTS THAT CHANGE OR MODIFY ANYTHING WRITTEN IN THIS WAIVER AND RELEASE OF LIABILITY.

Volunteer's Signature: _____ **Date:** _____

Volunteer's Printed Name: _____