

**NAPERVILLE RESPONDS FOR VETERANS
PARTICIPANT WAIVER AND RELEASE OF LIABILITY**

This **WAIVER AND RELEASE OF LIABILITY** (this “**Release**”) is executed by the individual named below or the individual’s parent, legal guardian or chaperone if the individual is a minor (individually and collectively with the responsible adult as applicable, the “**Participant**”), in favor of Naperville Responds for Veterans, an Illinois not for profit corporation, together with each of its directors, officers, employees, volunteers, and agents (collectively, “**Naperville Responds for Veterans**”).

Participant desires to participate in events and activities associated with Naperville Responds for Veterans, which may include, but are not limited to, visits to seniors and mobility-impaired community members, shopping on behalf of such community members, and/or any associated or other activities, as well as transportation to and from or otherwise in connection with any such activities (collectively, the “**Activities**”). Participant appreciates and acknowledges that there is inherent and serious risk of bodily injury, including death, to any person who chooses to participate in the Activities.

In consideration and in exchange for being permitted to participate in any of the Activities, Participant hereby freely and voluntarily executes this Release and agrees to all of the following terms and conditions:

1. **Waiver and Release.** Participant hereby waives, releases and forever discharges and holds harmless Naperville Responds for Veterans from any claim of liability that participant may have against Naperville Responds for Veterans for any act of negligence or want of ordinary care with respect to any bodily injury, personal injury, illness, death, property damage, or any other injury, or loss of consortium, that may result or arise in connection with Participant’s participation in any events and/or Activities associated with Naperville Responds for Veterans. Participant also understands that Naperville Responds for Veterans does not assume any responsibility or obligation to provide financial or other assistance, including, but not limited to medical, health, or disability insurance, in the event of injury, illness, death or property damage. Participant hereby acknowledges and agrees that this Release is binding upon Participant’s executors, heirs, and assigns.
2. **Medical Treatment.** Participant hereby releases and forever discharges Naperville Responds for Veterans from any claim whatsoever which arises or may hereafter arise on account of any and all medical services, including, but not limited to, first-aid treatment, Naperville Responds for Veterans may render in connection with any injuries suffered by Participant while participating or traveling to the activities.
3. **Photographic Release.** Participant hereby consents to being photographed or video recorded while engaging in the Activities and grants and conveys to Naperville Responds for Veterans, all right, title, and proprietary interest in and to any and all photographic images, video, and/or audio recordings made by Naperville Responds for Veterans during Participant’s participation in the Activities, including but not limited to, any monetary compensation, royalties, proceeds, or other benefits derived from such images and recordings.
4. **Indemnification.** Participant hereby agrees that Participant will indemnify and hold harmless Naperville Responds for Veterans from and against any and all claims, demands, causes of action, including liability, court costs, and attorneys’ fees, arising from any proceeding brought by or prosecuted for the benefit of the Participant, in which this Release is upheld.
5. **Governing Law.** This Release shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles. The parties hereby submit to the sole and exclusive jurisdiction of the federal and state courts located in DuPage County, Illinois, in connection with any suit, action or proceeding arising from or relating to this Agreement. If any legal action, dispute, or other proceeding arises or is

commenced to interpret, enforce or recover damages for the breach of any term of this Release, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees incurred in connection with such proceeding, in addition to costs of suit and expenses related thereto.

6. **Severability.** The invalidity or unenforceability of any part of this Release will not affect the validity or enforceability of any other part of this Release each of which will remain in full force and effect, and any valid or enforceable part will be given its maximum lawful effect.
7. **Entire Agreement; Interpretation.** This Release constitutes the sole and entire agreement of the parties to this Release regarding the subject matter herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. Participant has not relied on any statement, representation, warranty, or agreement of Naperville Responds for Veterans or any other person on Naperville Responds for Veterans's behalf.

THIS RELEASE PROVIDES NAPERVILLE RESPONDS FOR VETERANS WITH YOUR ABSOLUTE AND UNCONDITIONAL CONSENT, WAIVER, AND RELEASE OF LIABILITY. BY SIGNING, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE, THAT YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE NAPERVILLE RESPONDS FOR VETERANS, THAT YOU HAVE BEEN ADVISED TO SEEK YOUR OWN LEGAL COUNSEL, AND HAVING DONE SO, YOU ACCEPT THE TERMS AND CONDITIONS SET FORTH IN THIS RELEASE.

IN WITNESS WHEREOF, the undersigned parties have executed this Release as set forth below.

PARTICIPANT (OR PARENT/GUARDIAN):

NAPERVILLE RESPONDS FOR VETERANS:

Signature: _____

Signature: _____

Printed Name: _____

Name: Dan Jurjovec

Date: _____

Title: President

Date: _____