



## FWT Group Participant Assumption of Risk, Wavier, Release, and Indemnity and Hold Harmless Agreement

In exchange of Participant's participation in the Adopt-A-Greenway Program with Fort Wayne Trails, Inc. ("FWT"), The City of Fort Wayne ("City"), and The Allen County Commissioners ("County"). Participant, Parent(s), and/or Legal Guardian(s) of a minor Participant, agree as follows:

1. **Acknowledgement of Risk.** Participant, Parent(s), and/or Legal Guardian(s) acknowledge and fully understand that there are inherent risks of serious injury or death associated with clearing brush, moving branches, removing non-native species, encountering poison ivy, poison oak, stinging nettle, irregular or uneven ground, heavy lifting, moving of trees and shoveling mulch or dirt, and the like.
2. **Participant Waiver of Rights and Release of Liability.** "FWT", the "City", and "County", their managers, directors, officers, employees, departments, divisions, representatives, agents, boards, commissions (each a "Releasee" and together "Releasees") shall not be liable for any death, injury or property damage claims which arise from any cause that might have been prevented by the Participant or those persons employed by or acting on behalf of the Participant. If any claim arises out of the foregoing, the Participant shall defend, indemnify, and hold harmless, "FWT", "City", "County", and the "Releasees" from same.
3. **Indemnification and Hold Harmless.** Participant, Parent(s), and/or Legal Guardian(s), further agrees to indemnify and hold harmless "FWT", "City", "County", and its "Releasees", against all losses, damages, monetary awards, and expenses, including all costs and attorney's fees incurred in connection with any and all claims of negligence on the part of "FWT", "City", "County" and its "Releasees" brought by Participant, Parent(s), and/or Legal Guardian(s), his or her heirs, successors, assigns, and legal representatives, for any injury, death, illness, disease or damage to property, arising from or connected with participation in any activity of the program.

**This release binds me, my heirs, and personal representatives. I understand that it benefits the heirs, personal representatives, or successors and assigns of the parties released. Before signing my name to this Release of Liability, Indemnification, and Hold Harmless Agreement, I state that:**

1. I have read it.
2. I understand it and know that I am giving up important rights.
3. I sign it freely as my own act and deed, and
4. I intend to be legally bound by it.

	Date of Cleanup	Name (please print)	Signature (must be by parent or legal guardian if under 18 years of age)
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