



# ELKHART COUNTY PARKS

## *Indemnity and Hold Harmless Agreement*

**Please return your complete application to:**

Elkhart County Parks Department, 211 West Lincoln Avenue, Goshen, IN 46526-3280 or fax to 574-535-6616.

For questions or more information call Scott VanOmmeran, Superintendent of Parks, (574) 535-6644.

[svanommeran@elkhartcounty.com](mailto:svanommeran@elkhartcounty.com)

**Today's Date:** \_\_\_\_\_

**BACKGROUND:**

Name (Participant): \_\_\_\_\_

Address \_\_\_\_\_

City & State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

E-mail Address \_\_\_\_\_

*Please check if volunteer is under age of 18. (Parent will sign last line if under 18.)*

Description of Work (Activity) to be performed: \_\_\_\_\_

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Location of Work (Activity): \_\_\_\_\_

**Release of Claims and Liability**

By signing this RELEASE, INDEMNITY, and HOLD HARMLESS Waiver Form, I expressly warrant that myself or the PARTICIPANT named above is capable of withstanding both the physical and mental demands of work, volunteering or recreational activities. I also expressly assume all risks of MYSELF or PARTICIPANT above in participating in the activities, whether such risks are known or unknown to me at this time. I further release the Elkhart County Parks, its employees, agents, officers, volunteers, and joint powers authorities of which it is a member, from any and all claims, demands, rights and causes of action that may arise from work with the Elkhart County Parks Department.

Participant agrees to RELEASE, HOLD HARMLESS and INDEMNIFY Elkhart County, and any other sponsors/ providers and their employees, agents and contractors from any liability for death, injury or other loss or damage which may occur during or as a result of this WORK or transportation to and from this WORK, whether foreseen or unforeseen, however caused and whether or not caused by negligence and whether or not caused by PARTICIPANT workers. PARTICIPANT is accepting full financial and legal responsibility of its workers.

PARTICIPANT understands and agrees that any equipment which participant provides uses at their own risk. PARTICIPANT understands and agrees that COUNTY and any other sponsors/ providers shall not be liable for any loss, damage or injury resulting from suitability of said equipment and the COUNTY and any other sponsors/ providers make no warranties of any kind regarding equipment.

**First Aid and Emergency Treatment**

I recognize that there may be occasions where the I or person named above may be in need of first aid or emergency medical treatment as a result of an accident, illness, or other health condition or injury. I do hereby give permission for agents of the Elkhart County Parks to seek and secure any needed medical attention or treatment for myself or student named and costs arising from this action to obtain medical treatment. I give permission for the attending physician(s) and other medical personnel to administer any needed medical treatment, including surgery and, again, I agree to pay for the medical treatment.

By signing below, the undersigned represents that he/ she has the authority to legally bind participant. The undersigned has carefully read and fully understands this agreement and the undersigned is aware that by signing this agreement the undersigned is waiving certain legal rights of the participant, including the right to sue.

This waiver does include myself, all of my family members and descendants forever from seeking any legal action whatsoever against the Elkhart County Parks Department or its successor organizations or any representative thereof.

I, THE UNDERSIGNED, HAVE READ THIS RELEASE, INDEMNITY AND HOLD HARMELSS AGREEMNT, AND UNDERSTAND ALL ITS TERMS. I HEREBY EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

**THIS IS A COMPLETE RELEASE. READ BEFORE SIGNING.**

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

Adult Signature \_\_\_\_\_ Date \_\_\_\_\_  
*(Required if student is under 18 years of age)*