



SIGN IN AND RELEASE FORM

Name ("Participant"): _____ Age: _____
Home Address: _____
Telephone Number: _____
Here for: _____ How did you hear about us? _____

ASSUMPTION OF RISK AND GENERAL RELEASE

I, the undersigned (hereinafter referred to as "Participant"), do hereby affirm that I have voluntarily chosen to view, visit and/or interact with an animal(s) in the custody of the Kendall County Animal Control on or off Kendall County Animal Control's premises. I voluntarily execute this Assumption of Risk and General Release Form and confirm our understanding and agreement of the following:

1. Risks. I understand that animals may cause harm and there is an assumption of risk with any activity involving animals. These risks include, without limitation, illnesses, injuries, and even death. I understand these risks and assume them knowingly and willingly. I will take every precaution to safeguard my health, safety, and personal belongings. I understand that Kendall County, Illinois, its elected officials, employees, volunteers, insureds, successors and assigns (hereinafter collectively referred to as "County") do not bear any responsibility for me and cannot eliminate all risks or guarantee my safety.

2. General Release. Knowing the risks described above, I agree, on behalf of myself and my family, heirs, and personal representative(s), to assume all the risks and responsibilities surrounding my viewing, visitation or/ or interaction with a County animal. To the maximum extent permitted by law, I, on behalf of myself, , and my family, heirs and personal representative(s) hereby release, hold harmless and agree to indemnify and defend (with counsel of the County's own choosing) the County from and against any present or future claims, losses, liabilities, costs and expenses (including, but not limited to attorneys' fees, expert fees and court costs) for injury to person or property, or for any other damage, which I suffer, or for which I may be liable to any other person, resulting from any cause while participating in any County event or activities and whether caused by the negligence of the County or otherwise. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the County must first be approved by the Kendall County State's Attorney and appointed a Special Assistant State's Attorney. The County's participation in its defense shall not remove the duty to indemnify, defend, and hold the County harmless, as set forth above. The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) and/or any other applicable state or federal law by reason of indemnification or insurance.

3. Entire Agreement. This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

4. Choice of Law and Venue. This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois and if any provision is invalid for any reason, such invalidation shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

I certify that I am age 18 or older. I have carefully read and freely signed this Assumption of Risk and General Release Form.

Participant's Name (Print): _____

Participant's Signature: _____ **Date Signed:** _____

Staff Witness Initials: _____ **Date and Time Received** _____ / _____ **AM/PM**