



SIGN IN AND RELEASE FORM FOR MINOR CHILD

Table with 4 columns: Minor Child's ('Participant's') Full Name, Age, Minor Child's ('Participant's') Full Name, Age

Name of Person Completing this Form: _____ Age: _____
(Please note that this form must be completed by the minor child's parent or legal guardian)

Address: _____ Phone: _____

Relationship to Minor Child: _____ Here for: _____

ASSUMPTION OF RISK AND GENERAL RELEASE

I the undersigned as the parent or legal guardian of the above referenced minor child or children (hereinafter referred to as "Participant(s)") do hereby affirm that I have voluntarily chosen to allow the Participant(s) to view, visit and/or interact with an animal(s) in the custody of the Kendall County Animal Control on or off the premises of Kendall County Animal Control. I, on behalf of the Participant(s), 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 the Participant's health, safety, and personal belongings. I understand that Kendall County, Illinois ("County"), it's elected officials, employees, volunteers, insureds, successors and assigns (hereafter collectively referred to as "County") does not bear any responsibility for the Participant(s) and cannot eliminate all risks or guarantee my Participant's safety.

2. General Release. Knowing the risks described above, I agree, on behalf of myself, Participant(s) and Participant's family, heirs, and personal representative(s), to assume all the risks and responsibilities surrounding Participant's viewing, visitation or/interaction with a county animal. To the maximum extent permitted by law, I, on behalf of myself and Participant(s), and Participant's 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 or Participant(s) may suffer, or for which I or Participant(s) may be liable to any other person, resulting from any cause while participating in any Count event or activities and weather 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 of 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 Parent or Legal Guardian's Name (Print) : _____

Participant's Parent or Legal Guardian's Signature: _____ Date: _____

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