

## USE OF PROPERTY WAIVER AND HOLD HARMLESS AGREEMENT

Whereas, the \_\_\_\_\_ (name of organization) ("User") desires to use the Village's property located at 7215 Janes Avenue ("the Premises") for \_\_\_\_\_ ("Event"). [describe the event]

Whereas, the Village of Woodridge ("the Village") agrees to allow the User to use the Premises for the Event in consideration of the User agreeing to assume all risk and defend and hold the Village harmless pertaining to the use of the Premises for the Event.

Now therefore, the User agrees as follows:

Assumption of Risk: The User assumes any and all risk of injury (including death), costs, damages and losses, of whatsoever character, nature and kind, arising from or connected with the use of Premises by the User, agent, invitee, guest, employee, or anyone in, on or about the Premises invited by and/or with the permission and consent of the User.

Waiver and Release of Claims: The User hereby waives, releases and relinquishes all claims of any kind, including claims for personal injury, known or unknown, present and future the User, its agent, invitee, guest, employee or anyone in, on or about the Premises invited by and/or with the permission and consent of the User may have against the Village, its officials, officers, agents and employees arising out of, connected with, or in any way associated with the use of the Premises by the User. The User does hereby fully release and discharge the Village, its officials, officers, agents, and employees from any and all claims from injuries, including death, damage, or loss of any kind which the User, its agent, invitee, guest, employee or anyone in, on or about the Premises invited by and/or with the permission and consent of the User may have, or which may occur on account of the use of the Premises by the User.

Hold Harmless and Indemnification: To the fullest extent permitted by law, the User hereby indemnifies, defends, and holds harmless the Village and its officials, officers, agents and employees from and against any and all liability or claim of liability, loss or expense, including defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from or connected with an act or omission of the User or an agent, invitee, guest, employee, or anyone in, on or about the Premises invited by and/or with the permission and consent of the User with respect to the use of the Premises or the operations, activities or services, of any nature whatsoever, of the Event, including, but not limited to, liability expense and claims for: bodily injury, death, personal injury, or property damage caused by the negligence of User, or an agent, invitee, guest, employee, or anyone in, on or about the Premises invited by and/or with the permission and consent of the User, creation or maintenance of a dangerous condition of property, or intentional infliction of harm, including any workers compensation suits, liability, or expense, arising from or connected with the activities, operations or services performed by or on behalf of the User.

Nothing set forth in this Agreement shall be deemed a waiver by the Village of any defenses or immunities that are or would be otherwise available to the Village or its officials, officers, agents or

employees under the provisions of the Illinois Local Government and Governmental Employees Tort Immunity Act, or that are otherwise available to local governments and their corporate authorities, officers, employees, agents and volunteers under the common law of the State of Illinois or the United States of America. The provisions of this Section shall survive the expiration or earlier termination of this Agreement or renewal thereof.

The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement.

The undersigned represents it has full authority to execute this Use of Property Waiver and Hold Harmless Agreement on behalf of the User.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Title