



RELEASE OF CLAIMS AND WAIVER OF LIABILITY

“Your Neighborhood Park” *Volunteer Tool Wagon*

This Release of Claims and Waiver of Liability, hereinafter the “*Agreement*,” made and entered into this _____ day of _____, 2008, by and between Springfield Park District/ Springfield Parks Foundation and, _____ hereinafter referred to as “*Borrower*,” affirms the following:

WHEREAS, the “*Volunteer Tool Wagon*” and any or all tools and equipment associated with it (hereinafter the “**Trailer and Equipment**”) will be lent to the *Borrower* for the period of (list dates) _____ to _____.

“I, *Borrower*, being of sound mind and capable of entering into this Agreement, and being aware of the risks involved in the use of the **Trailer and Equipment**, do hereby give a FULL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have, or may have in the future, against the Springfield Park District/Springfield Parks Foundation, and any related individuals or entities, for any loss, damage, injury or expense related to the use of the Trailer and Equipment, even if arising from an automobile accident, and even if arising from the negligence of the Springfield Park District/Springfield Parks Foundation or others associated with the Springfield Park District/Springfield Parks Foundation. I further agree TO INDEMNIFY AND SAVE HARMLESS the Springfield Park District/Springfield Parks Foundation from all expenses, fees, liability or damage award or cost of any type whatsoever arising from the use of the **Trailer and Equipment** by any person or entity during the time the **Trailer and Equipment** are lent to me, including reasonable attorney’s fees in any lawsuit, claim or action. I further agree to follow all applicable laws and ordinances.”

Signed: _____ Date: _____

Printed Name: _____

Affiliation: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____