

Illinois Recreational Access Program



RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION OF LANDOWNER, IDNR, AND STATE OF ILLINOIS

Attachment B

I, _____ ("Participant"), am granted access to privately-owned real property ("Property") in Illinois, and enrolled in the Illinois Department of Natural Resources' ("IDNR") Recreational Access Program ("IRAP") for the activities described in the Application

I agree that this Release and Waiver of Liability, Assumption of the Risk and Indemnification agreement ("Release") is intended to be broad and inclusive and includes, but is not limited to, the following terms and conditions:

1. *Landowner.* For purposes of this Release, "Landowner" shall include the possessor of any interest in real property participating in IRAP, whether it be a tenant, lessee, occupant, or person in control of the premises.
2. *Real Property.* For the purposes of this Release, "Real Property" or "Property" shall include roads, water, watercourses, private ways and buildings, structures, and machinery or equipment when attached to the realty.
3. *No Violation of Laws and Regulations.* I agree and covenant that I will abide by all federal, state, and local laws and regulations. I have read and understand the rules and regulations referenced in the Information and Application Instructions.
4. *Release of Liability, Assumption of the Risk, and Indemnity.*
 - A. By entering upon and remaining on the Property, I accept the Property and any improvements in an "as is" condition.
 - B. I agree that no warranty has been made by Landowner, IDNR, or the State of Illinois, as to the condition of the Property. I understand that dangerous conditions can and do exist on the Property. I acknowledge and affirm that I am aware of the damage, injury or death that I and any others with me may encounter.
 - C. I hereby acknowledge and release Landowner, IDNR, and the State of Illinois, from all responsibility and liability for any dangers, accidents, damage to property, injuries to self or others, death, risks and hazards associated with my entry upon, presence on, and/or use of the Property and I assume and accept all responsibility and liability for the same.
 - D. To the fullest extent permitted by law, I do hereby agree to defend, indemnify, and hold harmless Landowner, IDNR, and the State of Illinois from and against any and all causes of action, liability, claims, demands, losses, damages, injuries to or death of any person or persons, and costs of every type (including attorneys' fees and legal costs) associated with or resulting from my entry upon, presence on, and/or use of the Property, even if the sole negligence of Landowner, IDNR, or the State of Illinois, is the cause of such liability, claim, demand, loss, cause of action, accident, injury, death or damages.
5. *All Participants Must Sign a Release.* I agree to have no other person with me during my time on the Property who has not signed an identical Release of liability and is not a registered IRAP Participant.

ADULT IRAP PARTICIPANT

I am 18 years of age or older and am competent to contract in my own name. I have read this Release before signing below and I fully understand the contents, meaning and impact of this Release.

Adult's Signature: _____

Date: _____

Adult's Printed Name: _____

YOUTH IRAP PARTICIPANT (under 18 years of age)

I am under the age of 18 and I hereby state that, before signing below, I fully understand the contents, meaning and impact of this Release either by having read the Release myself or having my parent/legal guardian explain the contents, meaning and impact of this Release to me.

Signature: _____

Date: _____

Printed Name: _____

Date of Birth: _____

PARENT OR LEGAL GUARDIAN OF YOUTH IRAP PARTICIPANT:

I am 18 years of age or older and am competent to contract in my own name. I have read this Release before signing below and I fully understand the contents, meaning and impact of this Release. I hereby certify that I am the parent/legal guardian of _____, the youth IRAP participant named below, and do hereby give consent without reservation to the foregoing on behalf of this person.

Parent/Guardian's Signature: _____

Date: _____

Parent/Guardian's Printed Name: _____