

## Waiver of Liability, Assumption of Risk and Indemnity Agreement

I have requested access to the premises known as the Old Joliet Prison of the Illinois Department of Corrections.

I acknowledge that the Old Joliet Prison has been vacant and unmaintained for more than a decade and that the condition of the buildings, appurtenances thereto and the property therein have been and are in a state of disrepair. Inherent to any obsolete, outdated and vacant property are risks of personal injury resulting from slips, trips, falls and falling and loose debris and injuries associated with exposure to and infestation of animals, rodents, spiders, insects, vermin, mold, asbestos, radon, lead, toxins, pollutants, contaminants and other potential toxic, biological and environmental hazards. The parties acknowledge that the structural soundness of the buildings and any infestation or contamination of the property from any source has not been ascertained and accordingly the City of Joliet and the Illinois Department of Corrections cannot and does not give assurance that the buildings and acreage are currently safe for occupation or for any intended use. Use of the buildings, appurtenances and property is therefore at my own risk.

In consideration for being permitted access to and use of the Old Joliet Prison, the undersigned on behalf of myself, my heirs, executors, administrators, personal representatives, assigns or next of kin, agree to assume all risk of loss and do hereby release, waive, discharge and covenant not to sue and hold harmless, the City of Joliet, the Joliet Area Historical Museum, State of Illinois, the Illinois Department of Corrections, its current, future, and former officers, employees, and agents both individually and in their official capacities, from any liability, including negligence, claims, or causes of action including but limited to any and all claims for personal injuries, accidents, or illness (including death), lost wages, property loss, compensatory and/or punitive damages, attorney's fees, costs and expenses which may be sustained as a result of, or arising out of, or in any way related to my access to and the use of the Annex or the equipment of the Illinois Department of Corrections.

I also agree to Indemnify and hold harmless the City of Joliet, the Joliet Area Historical Museum, State of Illinois, the Illinois Department of Corrections, its current, future, and former officers, employees, and agents both individually and in their official capacities, from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement and access to the Old Joliet Prison.

I have currently read this Waiver of Liability, Assumption of Risk and Indemnity Agreement and fully understand and agree to its contents and terms. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

|                         |                        |                             |       |
|-------------------------|------------------------|-----------------------------|-------|
| _____                   | _____                  | _____                       | _____ |
| Name of minor (printed) | Name of Legal Guardian | Signature of Legal Guardian | Date  |

I hereby acknowledge that I am going against recommendations and am proceeding into the prison without the proper footwear. Any injury resulting thereof, is a result of my own negligence and therefore the fault is all my own.

\_\_\_\_\_  
Initial