

**WINDOWS ON MAIN STREET
PARTICIPANT AGREEMENT**

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND
INDEMNITY AGREEMENT ("AGREEMENT")**

IN CONSIDERATION of my participation in WOMS, on behalf of myself, my personal representatives, assigns, heirs, and next of kin:

1. I ACKNOWLEDGE, agree and represent that I understand the nature of the WOMS (event) and that I am qualified and in proper physical condition to participate in the event.

2. I FULLY UNDERSTAND that: (a) participating in WOMS may involve risk and dangers of serious bodily injury, including disability, paralysis and death ("risks"); (b) these risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the event, exposure to lead based paint, or the negligence of the "releasees" named below; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the event.

3. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE WOMS, the officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place (each considered one of the "RELEASEES" herein), from all liability, claims, demands, losses, or damages, specifically including, but not limited to damages caused by or resulting from exposure to lead-based paint, on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, and I further agree that if despite this release and waiver liability, assumption of risk, and indemnity agreement I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the releasees from any litigation expenses, attorney fees, losses, liability, damage, or cost which any may incur as the result of such of such claim.

This Release and Waiver shall remain in effect from the date of signature throughout the entire time that I participate in the event set forth above, to include this year and any year in the future. I hereby declare that I am of legal age and am competent to sign this Release and Waiver agreement.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Participant Signature: _____

Date: _____

Name (Printed): _____