

Permission and Release for Tour of the Elmhurst Quarry Flood Control Facility

I, _____, being a resident of _____, and being adult over the age of eighteen years acknowledge that I have read this form in its entirety and fully understand the contents thereof. I further acknowledge that I am not an employee, agent or contractor of the County of DuPage but, rather, I am executing this Agreement as a Guest or Invitee of the County of DuPage ("County").

In consideration for the right and privilege to enter onto the property known as the Elmhurst Quarry Flood Control Facility ("Facility") in Elmhurst, Illinois, to participate in a voluntary tour of the Facility, without charge by the County, I hereby agree to assume the risks thereof and to further waive, release and discharge the County (as property owner), its elected officials, employees and agents from and against all liability including all, suits, proceedings, debts, claims, demands, causes of action and costs whatsoever, for any death, injury, damage or loss, to person or property that may result from, or arise out of, my entry or presence on or about the above-described Facility.

I further agree to indemnify, defend and hold the County harmless from and against any liability or costs arising out of my personal negligent or willful acts or omissions, or injury or loss, in relation to my entry or presence on or about the above-described Facility.

I specifically acknowledge that the Facility currently operates as an active site for controlling flood waters in DuPage County, Illinois. The Facility is not designed or intended for use by tourist.

Because of the nature of the Facility's' operations, and the characteristics of its design, the Facility contains inherently dangerous features that the County cannot fully protect against. Consequently, I understand that as a guest or invitee I will be exposed to dangers associated with the Facility by my entry thereon. I have been advised of those risks and still desiring entry to the Facility, agree to fully assume such risks.

I specifically understand that the Facility is located in a former quarry with steep rock walls. Rocks and debris (including ice or snow) falling from a quarry wall can cause injury, death or damage to property. Falling items may splinter, ricochet, roll and, or, bounce considerable distances and are capable of causing injury, death or damage well away from a quarry wall.

The steep quarry walls also present risks of falling inasmuch as the edges of the Facility's walls are not always clearly marked, delineated, secured or fenced. The edges may be rough, sloping or uneven surfaces, contain loose debris, or be slippery, all of which may not be readily apparent upon my inspection.

The ground surfaces at the Facility are, in many places, rough, uneven, covered with loose debris or are wet or icy and, as such, are especially slippery. The poor surface conditions provide poor footing. Extra care and proper footwear are necessary when traversing those areas on foot.

I specifically understand that because the Facility currently provides active flood control operations there may be floodwater within the Facility. Such waters can be deep, turbulent and, or, swiftly flowing. In addition to strong currents there may also be vortices and, or, debris in the water. These

conditions may or may not be readily apparent upon visual inspection. Accordingly, such conditions present a serious risk of harm, including drowning.

I agree to exercise due care and act safely while on the Facility premise. I shall refrain from engaging in any activity that presents risk of harm to myself or others, or to any property. I shall abide by any rules and regulations of the County posted on site and/or which are provided to me by the tour organizer.

I understand and acknowledge that the County of DuPage has made no representations, warranties or guaranties regarding the conditions on or about the Facility and that the summary of dangerous conditions stated herein is, in no way, exhaustive.

Lastly, I understand and agree that this form was prepared to protect the County's interests to the fullest extent possible under the law and, therefore, this Agreement shall be broadly construed in favor of the County in the event of any injury, death, loss or damage.

SIGNATURE: _____ DATE: _____