

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

I, _____, being a resident of _____, and an adult over the age of eighteen years, am the parent/guardian of _____, a minor child ("Child Guest") who is _____ years of age (must be over 10 years of age).

I hereby acknowledge that I have read this form in its entirety and fully understand the contents thereof. I further acknowledge that in consideration for the Child Guest's 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 ("Facility tour"), without charge by the County, I hereby agree to assume the full 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, the Child Guest's entry or presence on or about the above-described Facility.

I further agree to indemnify and hold the County harmless from and against any liability or costs arising out of the personal negligent or willful acts or omissions of the Child Guest, or any injury or loss in relation to the Child Guest's 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 the Child Guest will be exposed to dangers associated with the Facility by his/her entry thereon. I have been advised of those risks and still desiring the Child Guest's 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 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 flood waters 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.

With respect to the hazards described above I have explained those dangers to the Child Guest in an age appropriate manner and I believe, to the best of knowledge, that the Child Guest understands and appreciates those dangers and is capable of exercising extra caution and care while at the Facility. I represent that the Child Guest is capable of following printed and verbal instructions that may be given during the Facility tour and is capable of following any rules and regulations of the County posted on site and/or which are provided by the tour organizer. I further assume responsibility for ensuring that the Child Guest wears proper footwear and clothing during the Facility tour. The Child Guest will remain under my direct supervision at all times during the Facility tour.

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: _____

Printed Name: _____

Parent/Guardian of: _____