

**ASSUMPTION OF RISK AND RELEASE AGREEMENT**

Read carefully before signing

This assumption of Risk and Release agreement is executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

by the undersigned, \_\_\_\_\_ being eighteen years of age or older, whose

address is \_\_\_\_\_ (as),

"releaser"), and the City of Detroit, through its Recreation Department's Historic Fort Wayne

(as "Releasees").

In consideration of being allowed to enter upon the property and participate in the building and grounds preservation activities in and about Historic Fort Wayne, Detroit Michigan, and being aware of the risks and hazards inherent upon entering upon said premises and participation in these activities, I hereby elect to voluntarily enter upon said premises, knowing their present condition and in knowing that said condition may become more hazardous and dangerous during the time that I voluntarily enter upon the premises and participate in the event, and with full knowledge that such participation will include the use of hand and power tools and being fully aware of the dangers present in (a) the handling and use of said tools and associated materials and / or (b) the close proximity to deteriorating structures, buildings, trees and associated materials, the undersigned, for myself, my spouse, heirs, legal representatives, and assigns, assumes all risks of loss, damage or injury, including death that may occur to, and be sustained by me, while in or upon said premises and as a participant in the preservation activities in and about Historic Fort Wayne, Detroit, Michigan. I also understand I may come in contact with hazardous material and release Historic Fort Wayne Coalition and any governing bodies of Historic Fort Wayne free of any liability from said contact.

In consideration of the above, the undersigned, for myself, my spouse, heirs and legal representatives, and assigns, hereby release, discharges, and holds harmless the Releasees, and their respective officers, commissioners, employees, agents, executors, and assigns, and all other persons, firms, corporations, and units of government involved in sponsoring and / or hosting Fort Wayne activities, from any and all claims, demands, rights, causes of loss or damage, present and future, and the consequences thereof resulting from my participation in activities, during 2010 in and about Historic Fort Wayne, Detroit, Michigan.

This Assumption of Risk and Release Agreement contains the entire agreement between the parties herein named and the terms of this release are contractual and not mere recital. I expressly agree that this Assumption of Risk and Release is intended to be as broad and inclusive as permitted by the laws of the State of Michigan and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full force and effect. I further state that I have carefully read the foregoing Assumption of Risk and Release Agreement and know the contents thereof, and I sign the same as my free act.

RELEASOR: \_\_\_\_\_

WITNESS: \_\_\_\_\_