



*The City of*  
**Brooklyn • Ohio**

**RELEASE AGREEMENT**

CITY OF BROOKLYN SENIOR VAN

Anyone wishing to be a passenger or user of a senior bus owned by the City of Brooklyn, Ohio ("City") (a) must be eighteen years of age or must have the permission of a parent or guardian, and (b) must read and sign this Release and Indemnity Agreement ("Agreement") or have the parent or guardian sign this Agreement prior to using the senior bus.

WHEREAS, the undersigned participant or the undersigned parent or guardian of a participant, has voluntarily elected to use the senior bus or have a person under the age of eighteen use the senior bus to accompany employees of the City and employees and/or agents or representatives while engaged in the performance of their duties; and

WHEREAS, the City believes that it can be beneficial for persons to utilize the senior bus in order to promote senior and other public services; and

WHEREAS, the participant or his or her parent or guardian understands that during the course of the use of the senior bus, participants may be exposed to risk of personal injury; and

WHEREAS, the participant or his or her parent or guardian understands the existence of risk to the participant, even though the City will make a reasonable effort to minimize such risk; and

WHEREAS, the participant desires to participate or his or her parent or guardian desires to have the participant participate in the use of the senior bus at the participant's own risk and recognizing the possible and inherent danger resulting therefrom; now, therefore

In consideration of the value of the educational opportunity to participate in a use of the senior bus, and other good and valuable consideration, the undersigned participant, for himself or herself, his or her spouse, heirs, executors, administrators and personal representatives, or the undersigned parent or guardian of the participant, for himself or herself, his or her spouse, heirs, executors, administrators and personal representatives, does hereby:

- (a) Assume full responsibility for any personal injury or damage to the participant, or damage to the participant's personal property which may occur, directly or indirectly, while in, on or about the City's senior bus, or any part thereof, or while accompanying any employees of the City and/or agents or representatives while in the performance of their duties; and
- (b) Fully and forever release and discharge the City, its representatives, agents and employees, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of participation in a use of the senior bus, including, but not limited to, the participant being in, on or about any City property, or at any or all of the premises and places aforesaid, or while accompanying any representatives, agents and employees of the City as aforesaid; and

- (c) Indemnify and hold harmless the City and its representatives, agents and employees, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of any acts, omissions or conduct of the participant of whatever kind or nature whatsoever, while in, on or about the senior bus, or at any or all of the premises and places aforesaid, or while accompanying any such as aforesaid; and
- (d) Agree to defend and to pay any costs or attorney's fees as a result of any action brought by or against the City, and its representatives, agents and employees, resulting from or arising out of any acts, omissions or conduct of the participant while the participant is in, on or about the senior bus, or at any or all of the premises and places aforesaid, or while accompanying any such representatives, agents and employees of the City as aforesaid; and
- (e) Represent that the participant is as of the date of execution hereof, of the age of eighteen years, or that the participant's parent or guardian has given permission; and
- (f) Agree that it is the intent of the undersigned participant or his or her parent or guardian, on behalf of participant, that this Release and Indemnity Agreement be in full force and effect at any time after the execution thereof.

Executed at Brooklyn, Ohio on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**PARTICIPANT or PARENT OR GUARDIAN:**

\_\_\_\_\_  
Signature of Participant or Parent/Guardian

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

(Note: This form must be maintained according to the City of Brooklyn public records policy.)