

**LEBANON UTILITIES  
WASTEWATER PLANT TOUR  
RELEASE FORM**

**NAME:** \_\_\_\_\_

The undersigned to this form ("Participant") requests to participate in the wastewater facility tour. Therefore, to the extent permitted by applicable law, each participant knowingly and voluntarily waives, releases, saves, holds harmless and indemnifies Lebanon Utilities and its agents, servants, employees, officers, directors, and contractors, past, present and future, and its respective heirs, legal and personal representatives, successor and assigns (collectively "Released Parties"), and all of its respective properties, assets and interests ("Released Property") from any and all claims, actions, causes of action, demands, rights, damages, costs losses, liabilities, expenses, compensation, controversies, disputes, obligations, debts, dues and liens whatsoever, on account of, or in any way arising out of, any and all known and unknown, foreseen or unforeseen loss of life or personal injury, loss or damage to property, and the consequence thereof, directly or indirectly, resulting from, incident to, in connection with, or arising out of that participant's participation in the tour (collectively, "Claims"). It is my intention that this agreement to release and indemnify shall apply to all of the claims without limit and, to the fullest extent permitted by applicable law, regardless of whether founded, in whole or in part, on any negligent act or omission of any of the released parties.

I understand and agree that Lebanon Utilities has no liability for my personal medical expenses and/or medical care. I certify that I am in good health and physical condition and do not have any physical disability, medical condition or other limiting factor that would create a hazardous situation for myself or others. Further, I understand that certain risks are inherent in the activities to be undertaken by me including possible contact with exposure to biohazards, corrosive chemicals, stairs, narrow walk ways as well as other unknown or unanticipated risks may occur and I accept full responsibility for such specified inherent risks and those not specifically identified. This includes but is not limited to exposure to biohazards, corrosive chemicals, heights, hazardous conditions.

Hard hats are provided and must be worn at all times. Sturdy closed toe shoes, socks and long pants are required for both your safety and comfort. No flip-flops, sandals, open toe shoes or shorts are permitted. Persons with open wounds, conditions causing immunosuppression or related health matters should not participate. Food, drinks and smoking are prohibited.

By signing the below, you agree to stay with the wastewater staff and to follow his or her instructions and any wastewater treatment plant safety procedures. This tour involves walking, climbing stairs and tight hallways and spaces. We can alter our tour to accommodate individuals with disabilities. We have no facilities for and cannot accommodate young children, infants or strollers. I further agree to never touch any switches, buttons or equipment.

I have read and understand this Agreement to Release and Indemnify, which contains the entire and final agreement relating to the subject matter hereof. Its terms shall be binding on me and on my heirs, legal representatives and assigns. Liability under this Agreement to Release and Indemnify shall be joint and several. If any provision of this Agreement to Release and Indemnify is determined to be void, unenforceable, ineffective or against public policy, that provision shall be disregarded and deemed removed from this Agreement to Release and Indemnify and shall not affect the remaining provisions of this Agreement to Release and Indemnify. This Agreement is governed by the laws of the State of Indiana.

Please read this entire document carefully. All participants must sign this release as a condition of participation.

***I have read, understand, and agree to all of the terms and conditions of the Agreement to Release and Indemnify included in this document:***

\_\_\_\_\_  
Participants Name:

\_\_\_\_\_  
Parent/Guardian:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Signature:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**If Participant is under 18 years old, his/her parent or guardian must sign and must be accompanied by an adult.**