

**City of Muskegon**  
**Inspection of Froebel School (A Vacant Former School)**

This is a legally binding Release, Assumption of Risk, Covenant Not to Sue, Agreement to Indemnify, and Waiver of Liability (the "Agreement") for participation in a walk through and inspection of Froebel School, a vacant school, (the "Event") made between the undersigned participant ("Participant") and City of Muskegon ("Muskegon"). In consideration for allowing Participant to participate in the Event, Participant hereby agrees to the following:

- I understand and acknowledge that this Event is voluntary.
- I understand and acknowledge that this Event and any related activities, by its very nature, pose potential risk of injury to individuals, including exposure to cancer-causing chemicals.
- I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in the Event, or else I agree to bear the cost of such injury or damage myself.

**Assumption of Risks.** I hereby accept and assume all risks (both foreseeable and unforeseeable and including but not limited to, injury, death, permanent disability, and damage or loss of personal property) arising out of or related to the Event.

**Release and Waiver of Liability.** I, on behalf of myself, my heirs, assigns, personal representatives and estate, voluntarily exempt, relieve, and agree to hold harmless and indemnify Muskegon and all elected officials, officers, agents, and employees thereof (collectively, the Releasees") from any and all liability or responsibility for any property damage, personal injury, bodily injury, or death and from any and all liability, claims, demands of whatever kind or nature, either in law or equity, which arise or may hereafter arise from my participation in the Event.

**Covenant Not to Sue.** I hereby release, discharge, and covenant not to sue Muskegon and any Releasees to the fullest extent permitted by law from any and all liability, claims, demands of whatever kind or nature, either in law or equity, which arise or may hereafter arise from my participation in the Event.

**Governing Law and Severability.** This Agreement shall be construed in accordance with the laws of the State of Michigan, which shall be the forum for any lawsuits filed in connection with or pursuant to this Agreement. The terms of this Agreement shall be severable such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions of this Agreement shall not be affected thereby and shall still be enforceable to the extent permitted by applicable law.

**Name:** \_\_\_\_\_

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

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