

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Waiver: In consideration of being permitted to participate in <u>walking with the therapist of Glenn</u> <u>Sevier, LCSW/ Advance Potential Psychological Services, LLC</u> (hereinafter called the "Activity"), I, for myself, my heirs, personal representative or assigns, on behalf of _______, I do hereby release, waive, discharge, and covenant not to sue Glenn Sevier, LCSW/Advance Potential Psychological Services, LLC., its officers, employees, independent contractors, and agents (hereinafter called "Sevier") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in the Activity, while in, on or upon the premises where the Activity is being conducted, regardless of whether such loss is caused by the negligence of Sevier or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

Assumption of Risks: I am fully aware of the risks and hazards connected with the Activity and I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me. I understand that Sevier does not require me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such Activity, whether caused by the negligence of Sevier or otherwise, to the fullest extent allowed by law.

Indemnification and Hold Harmless: I further hereby agree to indemnify and hold harmless Sevier from any loss, liability, damage, or costs, including court costs and attorneys' fees that Sevier may incur due to my participation in said activities, whether caused by negligence of Sevier or otherwise, to the fullest extent allowed by law.

Severability: I further expressly agree that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Illinois and if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature of Participant