Waiver, Release of All Claims and Indemnification for Self-administration or assisted administration of an Inhaler or Auto-Injector (Epi-Pen) and/or medication

To: **Mt. Prospect Park District**

I, the undersigned parent or guardian, have read this form carefully and am aware that by signing this document below and delivering it to Mt. Prospect Park District (an Illinois municipal corporation and body politic), I am expressly assuming the risk and legal liability and waiving and releasing all claims, for injuries, damages or loss which I and/or my minor child/ward might sustain in connection with the possession, self-administration (as defined in 410 ILCS 607/1 *et seq.*, the "Act"), assisted administration, or use of medication, including, but not limited to the use of an epinephrine auto-injector or inhaler at any "recreational camp" (with respect to self-administration within the meaning of the Act) or assisted administration at any camp or at any camp-sponsored activity, event, or program, and/or at any child/youth program including but not limited to preschool and before-and-after school care programming, except for claims arising out of the willful and wanton conduct of the Mt. Prospect Park District.

As parent/guardian of the below identified participant, I verify and attest that my minor child/ward (has) (does not have) [*strike whichever is not applicable*] the knowledge and skills to safely possess, self-administer, and use an epinephrine auto-injector or inhaler in a camp setting. I also recognize and acknowledge that there are certain risks of physical injury in connection with my minor child's/ward's participants' possession, self-administration and/or the assisted administration, or use of medication, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that my minor child/ward or I may sustain as a result of said possession, self-administration, assisted administration or use of medication. Such risks include, but are not limited to, failing to properly administer the medication, failing to observe side effects, failing to assess and/or recognize an adverse reaction, failing to assess and/or recognize a medical emergency, and/or failing to recognize the need to summon emergency medical services.

I hereby waive and relinquish all claims against Mt. Prospect Park District including its officials, agents, volunteers and employees, which I or my minor child/ward may now or hereafter have (or which may accrue to me or my child/ward) as a result of or arising out of the possession, self-administration, assisted administration, or use of medication and/or use of an epinephrine auto-injector or inhaler at any recreational camp, camp or at any camp-sponsored activity, event, or program, and/or at any child/youth program including but not limited to preschool and before-and-after school care programming, except for claims arising out of the willful and wanton conduct of Mt. Prospect District.

I further agree to protect, indemnify, save, defend and hold harmless Mt. Prospect Park District, its officials, agents, volunteers and employees, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including reasonable attorney fees) for which Mt. Prospect Park District may become obligated by reason of the possession, self-administration, assisted administration or use of an epinephrine auto-injector or inhaler or medication by my child/ward, except to the extent caused by the willful and wanton conduct of Mt. Prospect Park District.

I have read and fully understand the above Waiver, Release of All Claims, and Indemnification.
(If registering on-line or via fax, my on-line or facsimile signature shall substitute for and have the same legal effect as an original signature hereon.

PLEASE PRINT Participant's Name:

_____

Parent/Guardian's Name, Signature and Address:

_____

Date: _____

PARTICIPATION WILL BE DENIED if the signature of parent/guardian and date are not on this waiver.