

**Orland Township**  
**Soup Cook Off – “Souper Bowl Challenge”**  
**February 3, 2018**

**RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

Participating Cook Name: \_\_\_\_\_  
Cook/Organization/Restaurant/Business Name: \_\_\_\_\_  
Organization/Exhibitor/Vendor Business Address: \_\_\_\_\_  
\_\_\_\_\_

In consideration for participating in Orland Township Soup Cook Off (“Souper Bowl Challenge”), which is sponsored by Orland Township, I hereby release, waive, discharge, and covenant not to sue, and agree to hold harmless for any and all purposes, Orland Township, its officials, officers, agents and employees from any and all liabilities, claims, demands, or injury, including death, that may be sustained by me while participating in such activity, or while on the premises that is owned, leased, or controlled by Orland Township, including travel to and from the “Souper Bowl Challenge” activities, including injuries sustained as a result of the negligence of Orland Township, its officials, officers, agents and employees.

Cook/Organization/Restaurant/Business agrees that Cook/Organization/Restaurant/Business is solely responsible for any loss or damage to its property while the same is in transit to or from the “Souper Bowl Challenge”, or while Cook/Organization/Restaurant/Business’s property is at the “Souper Bowl Challenge”. Cook/Organization/Restaurant/Business agrees that within the confines of the space(s) contracted for by the Cook/Organization/Restaurant/Business, neither Orland Township nor its officials, officers, agents and employees shall be held liable or responsible for property loss, property damage, or any bodily injury to the Cook/Organization/Restaurant/Business or Cook/Organization/Restaurant/Business’s employees, guests, or visitors. Cook/Organization/Restaurant/Business is responsible for obtaining appropriate insurance coverage.

Cook/Organization/Restaurant/Business agrees that it is solely responsible for the health and safety of its person(s) while at the “Souper Bowl Challenge” and that Cook/Organization/Restaurant/Business is responsible for compliance with all laws, regulations, and local ordinances applicable to Cook/Organization/Restaurant/Business and/or its person(s) while at the “Souper Bowl Challenge”. In the event of an emergency, I authorize Orland Township and/or its officials, officers, agents and employees to secure from any Orland Township employee and/or hospital, physician and/or medical personnel any treatment deemed necessary for my immediate care and agree that I will be responsible for the payment of any and all medical services. I understand and agree that Orland Township assumes no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. Further, Orland Township shall not be responsible or liable for any costs or charges related to such medical treatment.

Cook/Organization/Restaurant/Business shall be liable for any property damage or personal injury to any individual caused by Cook/Organization/Restaurant/Business or Cook/Organization/Restaurant/Business’s employees, representatives, or attendees. Cook/Organization/Restaurant/Business shall defend, indemnify and hold harmless Orland Township, its officials, officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omission or Cook/Organization/Restaurant/Business or any employee, representative, of Cook/Organization/Restaurant/Business participating in the “Souper Bowl Challenge”. Cook/Organization/Restaurant/Business hereby gives Orland Township, its officials, officers, agents and employee’s permission to use my picture or likeness for promoting Orland Township programs, activities and/or events.

I further agree that this Agreement shall be construed in accordance with the laws of the State of Illinois. If any term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

By my signature below I agree that I have read and voluntarily signed the release and waiver of liability and indemnity agreement, and further agree that no oral representation, statements, or inducements, apart from the foregoing agreement that has been reduced to writing have been made.

\_\_\_\_\_  
Authorized Exhibitor/Vendor Business Owner Signature

\_\_\_\_\_  
Date