

**ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION AGREEMENT - Participant
("Agreement")**

I, the undersigned, being of sound mind and body, and being eighteen (18) years of age or older, on my own behalf and on behalf of my heirs, estate, and personal representatives, and in consideration for my voluntary participation in Carmel Winter Games, an activity sponsored by the City of Carmel, Indiana (the "City"), do hereby declare and agree as follows:

1. I wish to participate in Carmel Winter Games, an activity sponsored by the City (hereinafter referred to as the "Program").

2. I understand and agree that by its very nature the Program may involve a heightened degree of risk from a variety of sources which could result in damage to my property and/or my serious bodily injury or even death, and that, being fully advised and aware of same, assume and accept full responsibility for any risk that may result from my participation in the Program.

3. I release and covenant not to sue the City and/or all volunteers, employees, attorneys, agents, sponsors, officers, and officials of the same, from or for any liability for any claims, losses, damages, bodily injuries (including death), property damage, and all other injuries, claims or misfortunes whatsoever that are or may be sustained by or to me or to any other person or property from or as a result of my participation in the Program.

4. I agree to indemnify the City of Carmel, Indiana, and/or all volunteers, employees, agents, attorneys, sponsors, officers, and officials of the same, from and against any and all claims, losses, liabilities, expenses (including attorney fees), costs and damages, however occurring, from and for any loss, injury (including death) and/or damage of or to any person or property resulting from or claimed to be a result of any conduct or act taken or omitted by me, at my direction, or with my consent, while or as a result of my participation in the Program.

5. I understand and agree that the City may, at any time and for any reason, terminate this Agreement, without cost or liability, and that if I am asked by the City to cease my involvement in the Program, I will do so immediately.

I have carefully and completely read and fully understand this ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION AGREEMENT, and sign the same voluntarily, knowingly and of my own free will.

MUST BE SIGNED ONSITE THE DAY OF EVENT.