

**Waterway Restriction Permit Release and
Hold Harmless Agreement**

This Waterway Restriction Permit Release and Hold Harmless Agreement (“Agreement”) is hereby entered into by and between the Fox Waterway Agency (“FWA”) and _____ (“Releasor(s)”) and is effective this ____ day of _____, 20__.

A. The FWA is a body corporate and politic and a special-purpose of local government, organized and operated under Illinois law at 615 ILCS 90/1, et seq. (“Act”)

B. Under the Act, the FWA is empowered to implement reasonable programs to improve and maintain the Chain O’ Lakes – Fox River Recreational Waterway (“Waterway”), to improve recreational uses of the Waterway and improve the quality of the Waterway.

C. Pursuant to the Act and the FWA Code of Rules and Regulations, the FWA may issue waterway restriction permits to promote recreational use of the Waterway for events in the Waterway, such as boat races, business promotion of boats and related accessories, regattas, fishing derbies and other recreational activities (“Permitted Activity”).

D. The Releasors have applied to the FWA for the issuance of a Waterway Restriction Permit for a Permitted Activity and the FWA desires to issue the Waterway Restriction Permit subject to payment of all required fees, compliance with FWA regulations and execution of this Agreement.

Now, therefore, in consideration of the promises and agreements made herein, the adequacy and sufficiency of which is acknowledged by the parties hereto, the undersigned Releasors hereby fully release and indemnify the FWA, its directors and employees from any and all claims, costs, expenses, damage, legal fees, losses for any and all personal injuries, including death, and property damage which may, in any way, arise out of, relate to or be associated with the Permitted Activity for which the Waterway Restriction Permit is being issued by the FWA.

Accepted:
Fox Waterway Agency

Agreed to by:
Releasor(s)

By _____

