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## EXHIBIT B

### IVANHOE VILLAGE MAIN STREET – ART PANEL PROJECT RELEASE OF LIABILITY – ASSUMPTION OF RISK AGREEMENT

#### PERSONAL INFORMATION (Please print)

Full Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

#### WAIVER ASSUMPTION OF RISK AND LIABILITY RELEASE

For and in consideration of (Name) \_\_\_\_\_ participation in the IVMS *Art Panel Enhancement Project*, I hereby voluntarily release, discharge, waive, and relinquish any and all actions or causes of action for personal injury, property damage or wrongful death against Ivanhoe Village Main Street or any of their respective officers, agents, servants or employees, whether the same shall arise by the negligence of any of said persons, or otherwise, occurring to me and/or my team as a result of the participation in the Project/activities incidental thereto wherever or however the same may occur and for whatever period said use and/or projects/activities may continue.

It is my intention by signing this instrument, to exempt and relieve Ivanhoe Village Main Street, each of them and their respective officers, agents, servants, or employees from liability for personal injury, property damage or wrongful death caused by negligence. I am fully aware of the risk and hazards inherent in my and/or my team's participation in the IVMS project, as IVMS does not have any control over persons or vehicles, including without limitation, bicycles, that may travel adjacent to or within the path of my work area while painting the art panel.

I understand that serious accidents can occur during the participation in the IVMS project, and that participants can suffer serious injury or even death due to tripping and falling on the sidewalk, curb or gutter or interference from pedestrians and vehicles, including without limitation, bicycles, that may travel adjacent to or within the path of my work area while painting the utility box. I realize that no medical insurance is provided by the IVMS for any injuries that may occur to me and/or my team during the use of the city's facilities and/or during participation in the city's Project/activities. Nevertheless, I hereby elect voluntarily to participate and/or allow my team to use the IVMS facilities and/or participate in the IVMS project, and assume all risk of loss, damage, or injury that may be sustained to me during the use of the City's facilities and/or during participation in the IVMS project, or any activities incidental thereto.

I understand that this Release and Assumption of Risk Agreement shall apply not only to me and/or my team but also to my and/or their heirs, executors, administrators, next of kin, assigns, and successors.

**Further, I agree to waive all rights I may have pursuant to the Ivanhoe Village Main Street** and acknowledge that IVMS shall have the right to move, relocate or remove Artwork from the intended location as IVMS deems appropriate.

I acknowledge that I have read the foregoing and am completely aware of the potential danger incidental to my and/or my team's use of IVMS facilities and/or participation in IVMS project/activities and I am fully aware of the legal consequence of signing this instrument.

By signing below, I hereby certify that I am eighteen (18) years of age or older. (Please Print)