INDIANA DEPARTMENT OF TRANSPORTATION

5333 Hatfield Road
Fort Wayne, IN 46808

PHONE: (866)227-3555
FAX: (260)471-1039

Eric Holcomb, Governor
Joe McGuinness, Commissioner

RELEASE AND WAIVER OF LIABILITY

In consideration of the Indiana Department of Transportation ("INDOT") granting permission to me to be a participant in the Paint the Plow Program (hereinafter referred to as the "Program") for the sole and exclusive purposes of creating original artwork to represent my school, to enhance public awareness, promote safety and foster greater appreciation of the school's art program, all for educational purposes, I, on behalf of myself and my guardians, heirs, representatives, successors and assigns (if any), hereby agree as follows:

1. I release, waive and covenant not to sue the State of Indiana and all of its agencies, officials and employees (including INDOT, collectively the "Released Parties"), from any and all liability and claims (including but not limited to claims of negligence, claims of negligence of the Released Parties, claims arising out of or in any way related to any act of the Released Parties and/or claims arising out of or in any way related to any failure to act by the Released Parties), actions, causes of action, demands, rights, damages (including, but not limited to, consequential, incidental, compensatory, punitive and/or exemplary), debts, accounts, attorney's fees, costs, liens, dues, expenses and compensation of all kinds, known or unknown, foreseen and unforeseen, which may arise out of or be related in any way to my participation in the Program, including without limitation any act, or failure to act, by the Released Parties. I understand the inherent dangers associated with snow plow blades and waive any and all specific notice of the existence of such dangers.

2. I hereby assume all risks in any way growing out of, arising out of or in any way relating to my participation in the Program. I assume these risks, whether the risks are known or unknown.

3. This release and waiver of liability represents the complete understanding between INDOT and the undersigned regarding these issues and no oral representations, statements or inducements have been made apart from this document. If any provisions herein are held to be unlawful, void, or unenforceable, then that provision shall be deemed severable from the other provisions and shall not affect the validity and enforceability of any remaining provisions.

4. I understand that I am not being allowed as a participant in the Program for any other purpose except for that explicitly identified herein.

5. This waiver is in effect from the date of signature through November 1, 2020.

6. I EXECUTE THIS RELEASE AND WAIVER AS A FREE AND VOLUNTARY ACT AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Done this _____ day of _____, 20_____

Participant: _____

Printed Name Signature Date

Guardian: _____

Printed Name Signature Date