

**ROMEVILLE NEIGHBOR TO NEIGHBOR –SERVICE PROVIDER AGREEMENT**

**NOTE: THIS AGREEMENT MUST BE SIGNED BY ALL PROVIDERS OF SERVICES THROUGH THE NEIGHBOR TO NEIGHBOR PROGRAM AS A CONDITION TO THE PROVISION OF SERVICES THROUGH THE PROGRAM**

The Neighbor to Neighbor Program (the “Program”) is a network of residents of the Village of Romeoville willing and able to assist residents of the Village of Romeoville in need of assistance with minor home repair and minor home maintenance tasks (collectively, “Services”). Services are provided without cost or charge to the recipients of the Services. While the Village of Romeoville assists in pairing residents desiring to provide Services (“Providers”) with residents desiring to receive Services (“Recipients”), neither the Village of Romeoville nor any of its officials, employees, volunteers, contractors or agents (collectively, the “Village”) provide or shall be deemed to have provided any Services to any person under the Program.  
(Provider Initial here: \_\_\_\_\_)

**WARNING OF RISK**

Despite the implementation of all reasonable precautions, an unavoidable risk of serious injury will always exist when participating in the range of activities comprising the Services. Not all hazards and dangers can be foreseen. Providers must understand that certain risks and hazards will be inherent to the provision of the Services, including but not limited to risks and hazards associated with inclement weather, slip and falls, overexertion and fatigue, disregarding safety rules and instructions, inadequate skill level or training, carelessness, premises defects, inadequate or defective equipment, and inadequate supervision. Accordingly, all Providers are hereby warned that it is impossible to guarantee complete physical safety in connection with the provision of Services under the Program.  
(Provider Initial here: \_\_\_\_\_)

**WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK**

I acknowledge and assume the risks of property damage, accidents, injuries (including death), loss of bodily functions, disabilities, medical disorders, pain and suffering, lost income and medical expenses that arise from my provision of Services in connection with the Program. I further acknowledge that the foregoing risks may arise from my own action or inaction, the actions or inaction of Recipients or others, the conditions under which Services are provided, or from the negligent actions or inaction (including any failure to warn) of third parties, Recipients or other Providers. In consideration of being allowed to participate as a Provider of Services under the Program, I hereby release, waive and discharge the Village and the Recipients of any Services I provide (collectively, the “Releasees”) from any and all liability and all claims of any kind whether for personal injury, property damage or death, arising from my provision of Services or the receipt of Services by any Recipient or in any other way whatsoever related or claimed to be related to the Program, whether or not caused by the negligence of the Releasees or any of them and further covenant that I shall not sue any of the Releasees with respect to any such liability or claims. In the event that I or anyone else nonetheless makes a claim or files suit against Releasees arising out of any of the above-described matters, I will indemnify and hold Releasees harmless of and from any and all damages or judgments and costs of litigation, including attorney fees. The provisions hereof are to be construed as broadly as possible in favor of Releasees, and this Agreement as a whole shall be governed by the laws of the State of Illinois (without reference to the conflicts of laws rules thereof). If any part of this Agreement shall be ruled invalid by a court having jurisdiction, the balance shall be enforced to the maximum possible extent. I am signing this Agreement freely and voluntarily, having read and understood it and with a full opportunity to consider its substance and with the intention of fully and unconditionally assuming the risks and releasing the liabilities as described above in this Agreement.

DATE: \_\_\_\_\_  
\_\_\_\_\_  
Printed Provider Name Provider Signature

**ACKNOWLEDGEMENT OF HEALTH INSURANCE COVERAGE**

I hereby acknowledge that I am currently covered by a policy of health insurance that will provide coverage for medical expenses related to or arising out of any injuries that I may suffer in connection with my provision of Services under the Program, and that I shall immediately advise the Village and discontinue my participation in the Program as a Provider if such coverage should at any time lapse, expire, or otherwise become unavailable to provide coverage for medical expenses related to injuries suffered while participating as a Provider of Services under the Program.

DATE: \_\_\_\_\_  
\_\_\_\_\_  
Printed Provider Name Provider Signature

**REQUIRED PARENT/GUARDIAN SIGNATURE FOR MINOR PARTICIPANTS**

I am the parent or legal guardian of \_\_\_\_\_, and am registering \_\_\_\_\_, my child or ward, to participate in the Program as a Provider of Services. I have read and reviewed this Agreement, and am voluntarily signing it on behalf of my child/ward \_\_\_\_\_, in my capacity as parent and legal guardian. By signing below, I am agreeing on behalf of my child/ward to be bound along with my child/ward by all terms and conditions of this Agreement as set forth above, including but expressly not limited to those terms and conditions that set forth any release, waiver or discharge of liabilities or claims of any kind.

DATE: \_\_\_\_\_  
\_\_\_\_\_  
Printed Parent/Guardian Name Parent/Guardian Signature