

Revised as of August 2023

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

Please read this document carefully. In consideration for access to the Chicago Police Department Red Squad Archive (the “Red Squad Archive”) that is held by the Chicago Historical Society (the “Museum”), I agree as follows:

I affirm that I have read the court order governing access to and disclosure of the Red Squad Archive, which was entered September 22, 1987 by Judge Susan Getzendanner of the United States District Court for the Northern District of Illinois (Case Nos. 74 C 3268 and 75 C 3295) (the “Order”).

I understand that the Red Squad Archive is subject to access and disclosure restrictions placed on it by the Order and that it contains sensitive, private information. I understand my responsibility to abide by the Order, including as it concerns access to and disclosure of information in the Red Squad Archive, as well as my responsibility to abide by the Museum’s policies for implementing the Order, accessing, and disclosing such information. I further understand that failure to abide by the Order and/ or the Museum’s policies may result in legal consequences, including but not limited to citation for contempt or other civil actions.

I hereby assume all risks and all responsibility for any losses or damages occasioned by my access to or use or disclosure of the information contained in the Red Squad Archive in violation of the Order and/or the Museum’s policies, whether caused in whole or in part by negligence or other conduct by myself, or by the trustees, officers, agents, staff, or employees of the Museum, or by any other person.

I, on behalf of myself, my personal representatives, and my heirs, hereby voluntarily agree to release the Museum, its trustees, officers, agents, staff, and employees from liability, and waive any claims or actions that I may have presently or in the future arising out of my access to or use of the Red Squad Archive or my disclosure of information from the Red Squad Archive or arising from any conduct, including negligence by myself or by any other individual, including without limitation the trustees, officers, agents, staff, or employees of the Museum, related to my access to, use, or disclosure of information in the Red Squad Archive.

I, on behalf of myself, my personal representatives, and my heirs, hereby voluntarily agree to hold harmless, defend, and indemnify the Museum, its trustees, officers, agents, and employees for any claims, loss, or damage to them, including court costs and attorneys’ fees, arising out of my access to or use of the Red Squad Archive or my disclosure of information from the Red Squad Archive or arising from any conduct, including negligent conduct, by myself or by any other individual, including without limitation the trustees, officers, agents, staff, or employees of the Museum, related to my access to, use, or disclosure of information in the Red Squad Archive.

This Waiver of Liability and Hold Harmless Agreement (this “Agreement”) shall be governed by the laws of the State of Illinois without regard to its principles on the conflict of laws. The parties hereto irrevocably submit to the exclusive jurisdiction of either the United States District Court for the Northern District of Illinois or Illinois State Courts with respect to any action or proceeding relating to or arising out of this Agreement.

Revised as of August 2023

I have read and I understand the above waiver and release and, by signing it, I agree to its terms. It is my intention to exempt and release the Chicago Historical Society from all liability from any harm, loss, or damage arising from my access, use, or disclosure of the Red Squad Archive, including without limitation any harm, loss, or damage arising from the Museum's conduct.

Signature: _____

Name: _____ **Date:** _____
(print)

State of Illinois

County of _____

Date

Before me, a notary public, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, states that he/she has read the above application and the statements therein contained are true and correct.

(Personalized Seal)

Notary Public's Signature