

WAIVER AND RELEASE OF LIABILITY

PROGRAM: _____ **DATE:** _____

NAME OF PARTICIPANT: _____

ADDRESS OF PARTICIPANT: _____

PHONE NUMBER AND/OR EMAIL OF PARTICIPANT: _____

Patrons attending offsite programs: Please plan to arrive 15 minutes prior to the program's scheduled departure time. If you have not arrived within five (5) minutes of any scheduled departure time throughout the trip, the program will begin and/or the group will depart its location.

Warning of Risk: Despite careful and proper preparation of programs and facilities, and instruction, there is still a risk of injury when participating in programs at the Library, or when traveling to and participating in offsite programs. ("Offsite" means a site that is not located on Library property.) Understandably, not all hazards and dangers can be foreseen. Library users and participants in programs, activities, events or offsite programs sponsored or hosted by the Library must understand that depending upon the activity, certain risks, dangers and injuries due to acts of God, inclement weather, slip and falls, inadequate or defective equipment, failure in supervision or instruction, premises defects, horseplay, carelessness, lack of skill or technique, and all other circumstances inherent to the particular activities exist. Library participants who use bus or similar transportation where it is provided by the Library must understand that certain risks to health and safety exist. In this regard, it must be recognized that it is impossible for the Library to guarantee absolute safety.

Please read this form carefully and be aware that you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages, or loss you might sustain as a result of attending and/or participating in any and all activities connected with and associated with the Library, including offsite programs sponsored or hosted by the Library. If transportation is provided by the Library, through bus or other means, please be aware that you are expressly assuming all risks and liability and waiving and releasing all claims for injuries, damages, or loss arising from the transportation.

Waiver and Release of all Claims and Assumption of Risk: I acknowledge that there are certain risks of physical injury to Library attendees in their activities, including offsite activities and in transportation to offsite activities which may be provided by the Library, and I agree to assume full risk of any and all injuries, damages or loss, that I and/or my minor child/ward may sustain as a result of said attendance and/or participation and/or transportation. I further agree to waive and relinquish all claims I and/or my minor child/ward may have (or accrue to me/us) as a result of my/our participation in this activity, including any claim for injuries, damages or loss arising from transportation provided by the Library, against the Library, including its officers, agents, volunteers, and employees. I hereby release, waive, and covenant not to sue, and further agree to indemnify, defend and hold harmless the Library and its officials, agents, volunteers, and employees with respect to any liability, claim, demand, cause of action, damage, loss or expense (including court costs and reasonable attorneys' fees) of any kind or nature which may arise out of, result from, or relate in any way to my participating in the event or activity, including offsite programs or transportation provided by the Library, including claims for liability caused in whole or in part by the negligent acts or omissions of the released parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for liability against any of the released parties, I will indemnify, defend and hold harmless each of the released parties from any such liabilities which may be incurred as the result of such claim.

I have read and fully understand the above important information, warning of risk, notice, assumption of risk and waiver and release of all claims.

Signature of Participant (if 18 or older)

OR

Signature of Parent/Legal Guardian (if Participant is a Minor)

Date

A person signing above further states and affirms that he or she is a parent of legal guardian for the minor herein named.