

# Mansfield/Richland County Public Library

## Participation Waiver and Release of Liability Form

**THIS FORM MUST BE COMPLETED BEFORE ANY PARTICIPATION WILL BE ALLOWED.**

### Acknowledgement and Assumption of Risk:

I am aware of the dangers and risks to my person or property while participating in the **NERFIN' IN THE SCHOOL YEAR** activity or program offered by the Mansfield/Richland County Public Library (MRCPL).

I understand that this activity involves certain risks for physical injury. I also understand that there are potential risks of which I may not presently be aware. Nevertheless, **I voluntarily elect to participate in the activity or program with knowledge of the danger involved, and I hereby agree to accept and assume any and all risks of property damage, personal injury or death.**

MRCPL does not insure participants in the above-described activity. MRCPL asserts lack of responsibility or liability for injury resulting from this activity or program.

### Waiver of Liability and Indemnification:

In consideration for being allowed to voluntarily participate in the above-referenced activity or program, on behalf of myself, my personal representatives, heirs, next of kin, successors and assigns, I forever:

- a. **waive, release and discharge** MRCPL, its agencies, officers, and employees from any or all negligence and liability for my death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to me, and my estate as a direct or indirect result of my participation in the above-referenced activity or program; and
- b. **defend, indemnify and hold harmless** MRCPL, its agencies, officers and employees from any and all claims of any nature, including all costs, expenses, and attorney's fees, which may in any manner result from or arise out of this agreement, except for claims resulting from or arising out of MRCPL's negligence.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident or illness during this activity or program. This release, indemnification, and waiver shall be construed broadly to provide a release, indemnification and waiver to the maximum extent permissible under applicable law.

I, the undersigned participant or legal guardian of a participant under 18 years of age, am freely signing this agreement. **I have read this form and fully understand that by signing this form I am giving up legal rights and or remedies which may otherwise be available to me regarding any losses I may sustain as a result of my participation.** I agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

**Printed Name of Participant:** \_\_\_\_\_

Signature if 18 or older: \_\_\_\_\_

Date: \_\_\_\_\_

**OR**

Signature of legal guardian: \_\_\_\_\_

Date: \_\_\_\_\_