



SOUTH SAN FRANCISCO PUBLIC LIBRARY

WAIVER OF LIABILITY/RELEASE OF CLAIMS, INDEMNIFICATION AND ASSUMPTION OF RISK AGREEMENT

DO NOT SIGN THIS DOCUMENT BEFORE YOU READ IT AS IT CONTAINS A WAIVER AND RELEASE OF LIABILITY TO WHICH YOU WILL BE BOUND.

I agree that my participation in the **City of South San Francisco Public Library (Library) Discovery Center classes and/or programs** is strictly voluntary and bound by the terms of this Agreement.

1. To the fullest extent allowed by law, I hereby agree to release, hold harmless, waive and discharge the City of South San Francisco ("City"), its officers, elected and appointed officials, employees, agents, volunteers, and consultants (collectively, "City Indemnitees") from any and all claims, liability, loss, penalties, expenses, and costs (including attorney's fees), or causes of action (known or unknown) (collectively, "Liability") arising out of or in any way connected with my participation in the Library Discovery Center classes and/or programs, regardless of the extent to which such Liability is caused by negligence of City Indemnitees.
2. To the fullest extent allowed by law, I hereby release the City Indemnitees and waive all actions, claims and demands that I and/or my heirs, executors, representatives, insurers, attorneys, administrators or assigns may have or may hereafter have for any personal injury (including death), illness or property damage that I may directly or indirectly incur while participating in the Library Discovery Center classes and/or programs, including damage incurred as a result of the negligence of the City Indemnitees. I agree not to sue any of the released parties on the basis of these waived and released claims.
3. To the fullest extent allowed by law, I further agree to indemnify, hold harmless and defend, with counsel approved by the City Indemnitees, from any and all claims, demands, actions, judgments, costs, attorneys' fees and damages of any kind for liability arising out of or in any manner related to the performance of my voluntary services or participation in the Library Discovery Center classes and/or programs.
4. I understand that my participation in the Library Discovery Center classes and/or programs have inherent risks that arise from my actions and inactions, and from the actions and inactions of City Indemnitees. These risks may include, but are not limited to, possible injury from use from Library Discover equipment, *including but not limited to*: use of 3D printers, laser cutters, sewing machines, virtual reality machines, Dremel tools, and soldering kits; possible injury from lifting/moving tables, boxes, chairs or other library equipment; stolen personal property. I assume full responsibility for any and all risks of bodily injury, death or property damage caused by or arising directly or indirectly from my presence or participation in the Library Discovery Center classes and/or programs, regardless of the cause.
5. While participating in the Library Discovery Center classes and/or programs, I hereby authorize the taking of my picture, by photograph, movie, videotape or otherwise ("Pictures") for use by the City. I hereby irrevocably consent to and authorize the use and reproduction of such pictures by the City without compensation. I hereby waive any right to inspect or approve such pictures prior to use by the City.

6. I fully understand that my participation in the Library Discovery Center classes and/or programs exposes me to the risk of personal injury, death, communicable diseases, including COVID-19, illnesses, viruses, and/or property damage. I hereby acknowledge that I am voluntarily participating in the Library Discovery Center classes and/or programs and agree to assume such risks.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER, RELEASE, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

THIS AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY LAW. IF ANY PROVISION OF THIS AGREEMENT IS HELD TO BE INVALID OR LEGALLY UNENFORCEABLE FOR ANY REASON, THE REMAINDER SHALL REMAIN VALID AND FULLY ENFORCEABLE.

To the fullest extent allowed by law, I agree to WAIVE, DISCHARGE, RELEASE FROM LIABILITY AND COVENANT NOT TO SUE the City, its officers, directors, employees, agents, and leaders from any and all liability on account of, or in any way resulting from injuries and damages in any way connected with any Library Discovery Center classes and/or programs. I further agree to HOLD HARMLESS the City, its officers, directors, employees, agents, and leaders from any claims, damages, injuries or losses caused by my own acts and omissions, including but not limited to negligence while participating in any Library Discovery Center classes and/or programs. I understand that this assumption of risk and release is binding upon my heirs, executors, administrators and assigns, and includes any minors accompanying me to the City.

*****IF YOU ARE UNDER 18 YEARS OF AGE, YOUR PARENT OR GUARDIAN MUST SIGN THIS FORM WHERE INDICATED.*****

This Agreement is between: _____
[Print First and Last Name(s)]

On behalf of: _____
[Print First and Last Name of Minor(s), if applicable]

and the CITY OF SOUTH SAN FRANCISCO, 400 Grand Avenue, South San Francisco, CA 94080.

DATE: _____

SIGNATURE(S): _____

EMERGENCY CONTACT INFORMATION:

NAME: _____

PHONE NUMBER: _____