

This release, indemnification, and waiver of liability form (“Release”) is executed by the undersigned, a Participating Patron of Briggs Lawrence County Public Library (“BLCPL”) participating in an event, program, or activity at the Briggs Lawrence County Public Library. If the Participating Patron is a minor, this Release shall be executed by the parent or guardian on behalf of said minor patron.

The undersigned is fully aware that participation in the _____ may result in risk of personal injury or harm. The undersigned agrees and understands that all activities, and actions performed at BLCPL as part of a program participation are undertaken by the patron after their own assessment of the risks involved and The undersigned does hereby freely, voluntarily, and without duress execute this Release under the following terms:

1. **RELEASE, INDEMNIFICATION, AND WAIVER:** The undersigned does hereby release and forever discharge, waive, hold harmless, and indemnify BLCPL, its board, employees, agents, contractors, and/or volunteers, and its successors and assigns, from any and all liability, claims, and damages of whatever kinds or nature, either in law or in equity, which arise or may hereafter arise from participation in events, programming, or activities at BLCPL.

The undersigned understands that this release discharges BLCPL from any liability or claim that the Patron, and/or Patron’s next of kin or heirs, may have against BLCPL with respect to any injury, illness, death, or damage to person or property that may result from participating in an event, program, or activity at BLCPL, whether caused by negligence of BLCPL, its board, employees, agents, contractors, and/or volunteers, or otherwise. The undersigned also understands that BLCPL does not assume any responsibility for or obligation to provide financial assistance, including but not limited to medical, health or disability insurance in the event of an injury.

It is the practice of BLCPL that all events, programs, and activities be age-appropriate, and limitations be placed on participation under such guidelines as deemed necessary to conduct such actions safely and effectively. Participating patrons must be twelve (12) years of age or older. Ultra-hazardous activities such as using power tools, are not permitted by anyone under the age of 18.

2. **MEDICAL TREATMENT:** The undersigned, on behalf of him/herself and all next of kin and heirs, does hereby release and forever discharge BLCPL, its board, employees, agents, contractors, and/or volunteers from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the event, program, or activity at BLCPL.
3. **MEDICAL TRANSPORT:** The undersigned does hereby give permission to the BLCPL for emergency transportation and/or treatment in the event of illness or injury. The undersigned does hereby accept responsibility for the payment of any emergency transportation and/or treatment. The undersigned does further certify that they are fully competent and in good physical condition, and have no medical

or physical conditions that would restrict their participation in any program or activity.

4. **ASSUMPTION OF THE RISK:** The undersigned understands that participation in events, programs, or activities at BLCPL may be hazardous to the Participating Patron. The undersigned hereby expressly and specifically assumes the risk of injury or harm during events, programs, or activities at BLCPL.
5. **INSURANCE:** The undersigned understands that except as otherwise agreed to by BLCPL in writing, BLCPL does not carry or maintain health, medical, or disability insurance coverage for any Participating Patron.
6. **PHOTOGRAPHIC RELEASE:** The undersigned does hereby give BLCPL consent to record, videotape, photograph, or otherwise capture the name, voice, signature, photograph, image, likeness, and/or distinctive appearance (“Persona”) of Participating Patron, which may be used by BLCPL in its sole discretion for marketing, advertising, publicity, or other purposes. The undersigned understands that no compensation will be provided for the use of Participating Patron’s Persona, and that Participating Patron may not be informed in advance of the use of Participating Patron’s Persona. The undersigned releases and holds harmless BLCPL, its board, employees, agents, contractors, and/or volunteers from any liability for injury or damage, of any kind whatsoever, which arises from the use of Participating Patron’s Persona by BLCPL. The understand understands that this release shall have no expiration.

Mark below ONLY if you DO NOT give BLCPL permission to videotape, photograph, or otherwise record you:

I DO NOT give permission to BLCPL to record, videotape, photograph, or otherwise capture my Persona in any manner whatsoever.

7. **OTHER:** The undersigned expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Ohio, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Ohio. The undersigned agrees that in the event that any clause or provision of this Release is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable. Any dispute arising out of this Release shall be filed in a court of competent jurisdiction in Lawrence County, Ohio.

In signing this Release, I acknowledge and represent that I have read the foregoing document carefully and completely, understand it, and sign it voluntarily as my own free act and deed. No oral representations, statements, or inducements, apart from the foregoing, have been made and I execute this document fully intending to be bound by the same.

The undersigned has executed this Release as of the date indicated below:

Participant – Printed Name

Participant Signature _____ Date

If Participant is a minor child:

Parent/Guardian – Printed Name

Parent/Guardian Signature for Minor Participant _____ Date

To be completed for all Participants in Waiver Applicable Programming or Events :

Address:

Cell Phone:

Alternate Phone: