



PARTICIPANT AGREEMENT, RELEASE, AND WAIVER OF LIABILITY FORM

You are required to read the following information very carefully and make sure that you understand it fully and sign it before participating in Columbia Public Library, Columbia, IL programs or activities.

I, _____, the Participant (or parent if Participant is under 18 years of age), am fully aware that participation in Columbia Public Library, Columbia, IL programs or activities may result in risk of personal injury or harm. The Participant (or parent if Participant is under 18 years of age) hereby freely, voluntarily, and without duress executes this Waiver under the following terms:

1. **Release and Waiver.** In consideration for the Participant's opportunity to participate in the Columbia Public Library, Columbia, IL programs or activities, the Participant (or parent if Participant is under 18 years of age) does hereby release, waive, and discharge the City of Columbia and Columbia Public Library, its officers, elected officials, directors, employees, volunteers and agents (collectively, "the Library") from any and all liability, claims, demands, actions, and causes of action whatsoever, which arise or may hereafter arise from or during the Participant's participation in the Program.

The Participant (or parent if Participant is under 18 years of age) understands that this Waiver discharges the Library from any liability or claim that the Participant (or parent if Participant is under 18 years of age) may have against the Library with respect to any bodily injury, personal injury, mental injury, emotional injury, illness, death, or property damage that may result from, or that occurs during the Participant's participation in Columbia Public Library programs or activities, whether caused by the negligence or conduct of the Library, or otherwise.

2. **Assumption of Risks.** The Participant (or parent if Participant is under 18 years of age) understands that Library Programs or activities may be dangerous. The Participant (or parent if Participant is under 18 years of age) also understands that participation in Programs or activities can involve physical and mental stress and exertion. The Participant (or parent if Participant is under 18 years of age) understands that participation in the Program may present risks and hazards to the Participant's property, including but not limited to, damage to the Participant's clothing or personal possessions.

The activities that take place in conjunction with the Library Programs may present hazards and risks to the Participant's health and well-being. Such hazards and risks include, but are not limited to injuries or medical disorders related to physical or mental exertion, physical contact with others, physical contact with electrical and other components of a vehicle, cuts, scrapes, bruises, injuries relating to the use of tools and equipment, injuries relating to exposure to or from the actions taken or decisions made regarding medical or survival procedures, injuries caused by other participants in the program or injuries caused by conditions or substances.

The Participant (or parent if Participant is under 18 years of age) is fully aware of the risks and hazards connected with the Participant's participation in the Program, is fully aware that there may be risks and hazards unknown to the Participant connected with participation in the Program, and the Participant (or parent if Participant is under 18 years of age) hereby elects to voluntarily participate (or allow his or her minor child to participate) in the Program knowing that said participation may be hazardous or may become hazardous or dangerous to the Participant and the Participant's property. The Participant (or parent if Participant is under 18 years of age) voluntarily assumes full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by the Participant, or any loss or damage to property owned by the Participant, as a result of participation in the Program, whether caused by the negligence or conduct of the Library, or otherwise.

3. **Indemnification and Hold Harmless.** The Participant (or parent if Participant is under 18 years of age) further hereby agrees to indemnify and save and hold harmless the Library from any loss, liability, damage or costs the Library

may incur due to or arising out of the Participant's participation in the Program, whether caused by the negligence or conduct of the Library, the negligence or willful and wanton conduct of the Participant, or the negligence or willful and wanton conduct of another individual, or otherwise.

4. **Participant's Due Diligence Prior to Participation.** The Participant (or parent if Participant is under 18 years of age) agrees and covenants to, prior to consenting to this Waiver and prior to participating in the Program that he or she: (a) has become familiar with the level of physical or mental stress and hazards involved with participation in the Program; and (b) has confirmed with a medical professional that the Participant is physically and mentally capable of participating in the Program.

5. **Application.** It is the Participant's (or parent's if Participant is under 18 years of age) express intent that this Waiver shall bind the members of the Participant's family and spouse, if the Participant is alive, and the Participant's heirs, assigns and personal representative, if the Participant is deceased, and shall be deemed as a Release, Waiver of Liability, Discharge, and Covenant Not to Sue the Library.

The Participant (or parent if Participant is under 18 years of age) understands and agrees that this Waiver shall remain valid, in force, and in effect for the duration of time that the Participant participates in the Library Programs.

6. **Other.** The Participant (or parent if Participant is under 18 years of age) expressly agrees that this Waiver is intended to be as broad and inclusive as permitted by the State of Illinois, and that this Waiver shall be governed by and interpreted in accordance with the laws of the State of Illinois. The Participant (or parent if Participant is under 18 years of age) agrees that in the event that any clause or provision of this Waiver shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provisions shall not otherwise affect the remaining provisions of this Waiver, which shall continue to be enforceable.

By signing below, the Participant (or parent if Participant is under 18 years of age) indicates his or her agreement with all statements in this Waiver and that he or she has received a copy of this agreement when he or she has signed it.

Participant Name (please print): _____ Phone: _____

Participant Signature (if over 18): _____ Date: _____

If program participant is under 18 years of age:

Name of Child

Child's Age

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Parent/Guardian Name (please print): _____ Phone: _____

Parent/Guardian Signature: _____ Date: _____

** Children under the age of 8 must be accompanied by an adult at all times during Columbia Public Library programs or activities.*

Emergency Contact (other than parent/guardian listed above)

Name: _____ Phone: _____