

WAIVER AND RELEASE BY PARENT OF MINOR CHILD

I, _____, on behalf of _____ (hereinafter referred to as "CHILD") HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge The Springfield-Greene County Library District (The Library), and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I or CHILD ever had or may have, arising from or in any way related to CHILD'S participation in any of the events or activities conducted by, on the premises of, or for the benefit of, The Library provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that the activities and functions that said CHILD will participate in may be inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, CHILD, my heirs, assigns and next of kin, I and said CHILD waive all claims for damages, injuries and death sustained to me or my property, that I or said CHILD may have against the aforementioned released party to such activity.

CHILD has the necessary and requisite skills to participate in the requested activities and CHILD'S only limitations or activities from which said CHILD is prohibited are noted below. The nature of the activities has been fully disclosed and any flyer, advertisement, or brochure relating to the participating activities is expressly made a part of this WAIVER AND RELEASE.

By this Waiver, I, on behalf of said CHILD, assume any risk, and take full responsibility and waive and relinquish any and all claims of any sort whether in tort, contract, equity or otherwise including any claims of personal injury, death or damage to personal property associated with The Library, including, but not limited to the participation in any volunteer activities, being transported to and from the volunteer site, consuming food, recreational activities or otherwise, or using the facility and its equipment, or other related activities on and off the premises.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supercedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of, The Library whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE said CHILD and I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

Date

Printed Name of CHILD

Printed Name of Parent (Guardian)

Signature of Parent (Guardian)

