

WAIVER OF LIABILITY, ASSUMPTION OF RISK AND RELEASE AND INDEMNITY AGREEMENT

Event _____ Location _____

Sponsor _____ Date: _____

THIS AGREEMENT is made by SARASOTA COUNTY PUBLIC LIBRARIES and the undersigned Participant or Participant's parent, guardian, or conservator

The undersigned Participant agrees as follows: In consideration of being permitted to partake in, be involved with, exhibit, compete, officiate, observe, work for, or for any purpose participate in the above-described Event (herein sometimes referred to as "Event") being put on by Sponsor at the property of SARASOTA COUNTY PUBLIC LIBRARIES the undersigned Participant on behalf of themselves and all of Participant's agents, employees, personal representatives, heirs, wards, children and next of kin (hereinafter collectively referred to as "Participant") does hereby agree with SARASOTA COUNTY PUBLIC LIBRARIES:

That Participant to the best of Participant's knowledge is in good physical condition and fully able to participate in this Event. Participant is fully aware of the risks and hazards connected with their participation in this Event, including the risk of physical injury or even death in unforeseen cases, and hereby elect to voluntarily participate in said Event, knowing that the associated physical activity may be hazardous to Participant and Participant's property. Participant VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY RISKS OR LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH IN UNFORESEEN CASES which may be sustained by Participant, or loss or damage to the property owned by Participant as the result of participation in this Event and does hereby Release, Waive Liability against, Discharge and Covenants Not to Sue the SARASOTA COUNTY PUBLIC LIBRARIES and the designated body of Board of Directors, officers, servants, agents and employees of both (hereinafter referred to as "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Participant or to any property belonging to Participant, while participating in the physical activity being conducted at the Event.

The undersigned expressly intends that this Release, Waiver, Discharge and Covenant Not to Sue and Hold Harmless Agreement shall bind not only the Participant, but the members of Participant's family and spouse, if any, if Participant is alive and Participant's heirs and assignees and personal representatives if Participant is deceased, and shall be deemed as a Release, Waiver of Liability, Discharge and Covenant Not to Sue and Hold Harmless Agreement as to the above-named Releasees. Participant hereby further agrees that this Release, Waiver of Liability, Discharge, Covenant Not to Sue and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida.

IN SIGNING THIS DOCUMENT PARTICIPANT ACKNOWLEDGES AND REPRESENTS THAT PARTICIPANT HAS READ THE FOREGOING DOCUMENT, UNDERSTANDS IT AND SIGNS IT VOLUNTARILY AS PARTICIPANT'S OWN FREE ACT AND DEED; NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE; AND PARTICIPANT EXECUTES THIS RELEASE FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME.

Participant's Signature	Printed Name	Date
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Parent/Custodian's Signature if Participant is under age 18	Printed Name	Date
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Parent/Custodian's Signature if Participant is under age 18	Printed Name	Date
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Sarasota County Public Libraries 1660 Ringling Blvd.
Sarasota, Florida 34236 | 941-861-5000
<https://www.scgov.net/library>