

Moweaqua Public Library District

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

Special Note

DUE TO COD-19: Please be advised the library is following CDC recommendations. We encourage mask wearing for those NOT vaccinated. Our current capacity for groups is limited to 45 people.

1. In consideration for receiving permission to use the Moweaqua Public Library meeting Room, from _____ through _____, I hereby release, waive, discharge and covenant not to sue Moweaqua Public Library District, its officers, servants, agents and employees (hereinafter referred to as "releasees" from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the releasees, or otherwise, while participating at the Moweaqua Public Library Meeting Room, or while in, on or upon the premises of the Moweaqua Public Library District.

2. I am fully aware of the risks and hazards connected with being on the premises and participating at the Moweaqua Public Library District, and I am fully aware that there may be risks and hazards unknown to me connected with being on the premises. I hereby elect to voluntarily participate at the Moweaqua Public Library District, to enter upon the above names premises and engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to me and my property. I voluntarily assume full responsibility for any risks, or any loss or damage to property owned by me, as a result of my being a participant at the Moweaqua Public Library District, whether caused by the negligence of releasees or otherwise.

3. I further hereby agree to indemnify and save and hold harmless the releases and each of them, from any loss, liability, damage or costs they may incur due to my participation at the Moweaqua Public Library District, whether caused by the negligence of an or all of the releasees or otherwise.

4. It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named releasees.

In signing this release, I acknowledge and represent that:

- A. I have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed:
- B. No oral representation, statements, or inducements, apart from the foregoing written agreement, have been made;
- C. I am at least eighteen (18) years of age and fully competent; and
- D. I execute this Release for full, adequate, and complete consideration fully intending to be bound by same.
- E. Use of the space is contingent upon agreeing to the following specifications:

(Initialing is verification that the patron has read and fully understands the contents of this polity.)

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___ Decorations will be allowed on tables only. The use of candles, tape or thumbtacks is not permitted.

___ Light refreshments may be served in connection with a meeting. Alcoholic beverages of any nature may not be served or permitted in the room. The user shall provide all equipment and utensils needed and shall remove – on the same day – any equipment or supplies brought in.

___ The user is responsible for table and chair arrangements.

___ The user shall leave the room in a neat, clean, and orderly condition. Counters/tables should be wiped down, floor swept, and garbage taken out (including garbage in the bathrooms).

___ The Library is a "Smoke-Free" facility. Smoking is not permitted within the premises.

___ The television and DVD are the property of the Moweaqua Public Library District and use is subject to terms of the Television/DVD player policy.

In witness whereof, I have hereunto set my hand and seal this ___ day of _____, _____.

Participant Signature: _____

Name Printed: _____

Witness: _____

Witness Name Printed: _____