



RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

BY AGREEING TO THE TERMS OF THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. **READ CAREFULLY BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS REGARDING ANY OF THE CONTENTS OF THIS AGREEMENT, PLEASE CONTACT US PRIOR TO SIGNING THIS DOCUMENT.**

PARTICIPANT'S NAME: _____ (the "Participant")

NAME OF PARTICIPANT'S PARENT/LEGAL GUARDIAN (if Participant is under the age of 16)

I UNDERSTAND AND AGREE, on behalf of myself, my heirs, assigns, personal representatives, and next of kin, that my use of the Friends of the Library Create Space and /or participation in any activity related to the the library's "Art Hive" program and/or other programs, but not limited to these activities. Participation and the use of any tools or equipment is not permitted without my execution of this document.

In consideration of the Release agreeing to my use of the Create Space and/or participation in the "Art Hive" or other technology and making program of which is acknowledged, I hereby warrant and agree as follows:

ASSUMPTION OF RISK

1. I acknowledge that there are significant risks including the risk of serious injury or death associated with use and/or participation, whether as a visitor, observer, or active participant, in any form of activity, including but not limited to the hazards of accidents;
2. As a condition of my use of the Create Space and/or participation in the "Art Hive" or other technology and making program, I acknowledge and accept and assume these risks and all other risks associated with participation in the activity even if arising from the negligence or gross negligence of the Kingston Frontenac Public Library or the Corporation of the City of Kingston (the "Releasee"), which term includes its officers, directors, servants, agents, employees, trustees, insurers, successors and assigns;

RELEASE OF LIABILITY & WAIVER OF CLAIMS

3. I expressly waive any and all claims that I may have or may in the future have against the Releasee and to release and forever discharge the Releasee from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that the my next of kin may suffer, resulting from the my participation in the Trip DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT, INCLUDING THE FAILURE ON THE PART OF THE RELEASEE TO PROTECT THE PARTICIPANT FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE TRIP.

DISCLOSURE OF PERSONAL INFORMATION

4. If circumstances arise which the Releasee, in its sole discretion considers to be an emergency, I authorize the Releasee to disclose any of my personal medical, health or contact information, as appropriate.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEE.

DATE: _____

SIGNATURE:

Participant (or Parent/Legal Guardian if Participant is under the age of 16)

Witness (library staff member)