

CAUTION: READ BEFORE SIGNING

WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY

In consideration of _____ (the "Participant"), being permitted to participate in any way
(name of participant – please print)
in a Montclair Public Library course, lecture, trip, or event ("the Activity"), I, _____, the
(person executing this document please print clearly)
undersigned, for myself, my heirs, personal representatives and assigns,

A. Do hereby (1) Release, Waive, and Discharge the Montclair Public Library, its respective board members, trustees, faculty, instructors, mentors, agents, advisors, employees, affiliates, members, volunteers, staff, representatives, officers and assigns (collectively, the "Releasees") from – and (2) Covenant Not To Sue Releasees in connection with – any and all claims (including, not by way of limitation, claims arising from negligence of Releasees or any of them resulting in personal injury, accidents or illnesses (including death) and/or property loss) arising from or relating in any way to participation in the Activity and/or travel before, during or after the Activity.

B. (1) Acknowledge that the Activity may involve strenuous activities and certify that the Participant is in good physical and mental health and that he/she has no special medical or physical conditions that would impede participation in the Activity and (2) understand that, in case of medical emergency, where the Participant is a minor, effort will be made to contact the parent or guardian signing below and, in the event the parent or guardian signing below cannot be reached, permission is hereby given to the physician on site to do what is medically necessary for the Participant, if and as needed.

C. Acknowledge that participation in the Activity carries with it certain inherent risks that cannot be eliminated, regardless of the care taken to avoid injury. These specific risks vary from one activity to another, but the risks include (1) minor injuries such as scratches, bruises and sprains; (2) major injuries such as eye injury or loss of sight, joint or back injuries, fractured or broken bones, heart attacks and concussions; and (3) catastrophic injuries including paralysis and death. Such risks may result from many factors including, but not limited to, falls; contact with other participants bad decision making; actions of other participants; or accidents which cannot be foreseen. I acknowledge that the above list is not inclusive of all possible risks associated with the Activity and agree that said list in no way limits the extent or reach of this Waiver of Liability, Assumption of Risk and Indemnity. I assert that my participation is voluntary and I knowingly assume all such risks.

D. Agree to indemnify and hold harmless Releasees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys fees, and to reimburse Releasees for any such expense incurred in connection with or as a result of (1)(a) Participant’s participation in the Activity or (b) travel associated with the Activity or (2) arising in connection with or as a result of any attempt by anyone, including, not by way of limitation, Participant or anyone claiming on Participant’s behalf, to avoid the terms of this Waiver of Liability, Assumption of Risk and Indemnity.

The undersigned further expressly agrees that (1) this document and/or any action or claim relating to this document and/or the Activity shall be governed by the laws of the state of New Jersey without regard to the laws of conflict of law thereof; (2) any action or claim relating to this document and/or the Activity shall be initiated and maintained in municipal or state court in Essex County, New Jersey or in United States District Court for the District of New Jersey; and (3) the foregoing Waiver, Assumption of Risk and Indemnity is intended to be as broad and as inclusive as is permitted by the laws of the State of New Jersey and that if any portion thereof is held invalid it is agreed that the balance shall, notwithstanding, continue in full force and effect.

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I have read this Waiver of Liability, Assumption of Risk and Indemnity, fully understand its terms, and understand that I am giving up substantial rights – including my right to sue. I acknowledge that I have the opportunity prior to signing this Waiver of Liability, Assumption of Risk and Indemnity to have it reviewed by my attorney. I know, understand and appreciate that there are risks inherent to the Activity. I expressly agree and assert that participation in the Activity is voluntary and I knowingly assume all such risks and elect to proceed with the participation despite all the risks. I acknowledge that I am signing this Waiver of Liability, Assumption of Risk and Indemnity freely and voluntarily and intend, by my signature, the complete and unconditional release of all liability to the greatest extent allowed by law.

Date: _____ Participant’s Signature _____

TO BE READ AND SIGNED BY PARENT/GUARDIAN, IF MINOR:

I hereby represent that I am the parent or guardian of the minor whose name appears above. I have read and consent and agree to the terms and provisions set forth in this Waiver of Liability, Assumption of Risk and Indemnity on behalf of myself and said minor.

Date: _____ Parent/Guardian of Minor _____