

**PAPILLION PUBLIC LIBRARY**  
**RELEASE, WAIVER AND INDEMNITY**

In consideration for being permitted to observe, use, or participate in the \_\_\_\_\_

\_\_\_\_\_ program or services ("Program") of the City of Papillion Public Library ("Library") for any purpose, including but not limited to observation or use of, or participation in, such Program affiliated with the Library, without respect to location, the undersigned Participant, for himself and herself and his/her personal representatives, assigns, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon observing, using or participating the Program and its related equipment and facilities, will inspect and carefully consider such Program and its related equipment and facilities. It is further warranted that the observation or use of any such equipment or facilities related to the Program or the observation or use of or participation in such Program constitutes an acknowledgment that such Program and all such related equipment and facilities have been inspected and carefully considered and that the Participant finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO OBSERVE, USE, OR PARTICIPATE IN THE SAID PROGRAM OF THE LIBRARY, AND THE FACILITIES AND EQUIPMENT RELATED THERETO, WITHOUT RESPECT TO LOCATION, THE PARTICIPANT HEREBY AGREES TO THE FOLLOWING:

1. THE PARTICIPANT HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the City of Papillion, the Library, and their elected officials, officers, employees and agents (hereinafter collectively referred to as "the City") from all liability to the Participant, his/her personal representatives, assigns, heirs, and next of kin, for any loss or damage, and any claim or demands therefor on account of injury to persons or property or resulting in death of the Participant, whether caused by the negligence of the City or otherwise, arising out of the Participant's observation of, use of, or participation in, the said Program of the Library, without respect to location.
2. THE PARTICIPANT HEREBY AGREES TO INDEMNIFY, DEFEND, AND SAVE AND HOLD HARMLESS the City for any loss, liability, damage, or cost the City may incur which arises out of the Participant's observation of, use of, or participation in, the said Program of the Library, whether caused by the negligence of the City or otherwise.
3. THE PARTICIPANT HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of Participant's observation of, use of, or participation in, the said Program of the Library, even if caused by the negligence of the City or others.
4. THE PARTICIPANT further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY document is intended to be as broad and inclusive as is permitted by the law of the state of Nebraska and that if any portion thereof is held invalid, it is agreed

that the balance shall, notwithstanding, be considered to be severable from the invalid portion and shall continue in full legal force and effect.

THE PARTICIPANT HAS READ AND VOLUNTARILY SIGNS THIS RELEASE, WAIVER AND INDEMNITY, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

\_\_\_\_\_  
Participant Name (Printed)

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

If the participant is under 19 years of age or subject to a legal guardian, also print and sign the following:

\_\_\_\_\_  
Parent or Guardian Name (Printed)

\_\_\_\_\_  
Parent or Guardian Signature

\_\_\_\_\_  
Date