

LIABILITY RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT

In consideration of my participation in Keep Spring Hill Clean activities, wherever held, I hereby agree to release, indemnify and discharge the Library and the City of Spring Hill, Tennessee (collectively as “the City”), and its agents, directors, officers, instructors, volunteers, participants, employees, and all other persons or entities acting in any capacity on behalf of the City pursuant to the following:

1. Releasor acknowledges that his/her participation in Keep Spring Hill Clean activities (“the activity”), wherever held, entails both anticipated and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to themselves, to property, or to third parties. Releasor understands that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
2. Releasor expressly agrees and promises to accept and assume all of the risks existing in this activity. Releasor’s participation in this activity is purely voluntary, and Releasor knowingly elects to participate in spite of the risks.
3. Releasor hereby voluntarily releases, forever discharges, and agrees to defend, indemnify and hold the City harmless from any and all claims, demands, or causes of action, which are in any way connected with Releasor’s participation in this activity or Releasor’s use of the City’s equipment or facilities, **including, but not limited to, any such claims which allege negligent acts or omissions by the City.**
4. Should the City or anyone acting on its behalf be required to incur attorney’s fees and costs to enforce this Agreement, Releasor agrees to defend, indemnify, reimburse and hold the City harmless for all such fees and costs.
5. Releasor certifies that Releasor has adequate insurance to cover any injury or damage he/she may cause or suffer while participating, or Releasor agrees to bear the costs of such injury or damage themselves. Releasor further certifies that Releasor is willing to assume the risk of any medical or physical condition he/she may have.
6. In the event that Releasor files a lawsuit against the City, Releasor agrees to do so solely in the Circuit Court for Maury County, Tennessee, and Releasor further agrees that the substantive law of Tennessee shall apply in that action. Releasor agrees that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
7. Releasor grants permission to the City to use photographs, slides, or video in which Releasor appears for education, instruction, promotion or publicity purposes and waive all claims for compensation for such use.

By signing this document, Releasor acknowledges that if anyone is hurt or property is damaged during participation in this activity, Releasor has waived Releasor’s right to maintain a lawsuit against the City on the basis of any claim from which Releasor has released the City herein.

Participant Signature

Print your name

Date

Parent/Legal Guardian Signature IF under age 18

Print your name

Date