

Talala Public Library — Participation Release & Waiver

DRAFT for Town review — not legal advice. Printable copy of the on-screen agreement.

TALALA PUBLIC LIBRARY / TOWN OF TALALA, OKLAHOMA

PARTICIPATION RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, PHOTO/MEDIA RELEASE, AND INDEMNITY AGREEMENT

(Applies to Talala Public Library–sponsored programs, events, crafts, storytimes, workshops, classes, outreach and volunteer activities, including volunteer service and any community-service assignment performed at or for the Library.)

In consideration of being permitted to participate in any Talala Public Library–sponsored program, event, craft, storytime, workshop, class, outreach activity, gathering, volunteer activity, or other Library-sponsored activity, including volunteer service and any community-service assignment performed at or for the Library (the “Activity”), and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned Adult Participant and, if applicable, Parent/Legal Guardian on behalf of each listed Minor Participant (together, “I,” “me,” or “Participant”) agree as follows:

1. Voluntary participation / assigned service. I choose to participate (or to allow each listed minor to participate) in the Activity, or I am participating pursuant to a volunteer assignment or a community-service assignment performed at or for the Library. I understand the Activity may involve craft tools and supplies, art materials, equipment, technology, physical movement, outdoor conditions during off-site or outdoor programs, other participants, travel, food, public interaction, and unforeseeable circumstances.

2. Assumption of risk. I understand and assume all risks of injury, illness, disability, death, and property damage that may arise from participation in the Activity, including risks caused in whole or in part by the negligence of the Town of Talala, the Talala Public Library, the Talala Library Board, and their officers, employees, volunteers, agents, and contractors (the “Released Parties”), except to the extent prohibited by law.

3. Release and waiver. To the fullest extent permitted by Oklahoma law, I hereby release, waive, discharge, and covenant not to sue the Released Parties from any and all claims, demands, actions, or causes of action for personal injury, illness, death, or property damage arising out of or related to the Activity, whether caused by negligence of the Released Parties or otherwise, except claims arising from willful misconduct or gross negligence where such waiver is not allowed by law.

4. Indemnity. I agree to indemnify, defend, and hold harmless the Released Parties from any loss, liability, damage, or cost (including reasonable attorneys’ fees) arising out of or related to my participation or a listed minor’s participation in the Activity, including claims by or on behalf of a minor listed on this form, except to the extent prohibited by law.

5. Medical. I certify that I (and each listed minor) am/are physically able to participate. I authorize emergency medical treatment if needed and agree I am responsible for related costs.

6. Photo and media release (required part of this Agreement). As a condition of participation, I grant the Town of Talala and the Talala Public Library a non-exclusive, royalty-free right to photograph, record, and use my image, likeness, and voice (and those of each listed minor) in still photos, video, and audio captured in connection with the Activity for Town and Library public-information, news, social media, website, program-promotion, grant-reporting, training, and archival purposes. This photo/media release is part of this Agreement and is not optional. I understand I will not receive compensation for such use.

7. Minors. If any Minor Participant is listed, I represent that I am the parent or legal guardian with authority to sign this Agreement on that minor's behalf, and that this Agreement binds me and the minor to the extent permitted by law. I remain responsible for supervising any minor I bring to the Library except while the minor is in a Library program with staff supervision.

8. Electronic signature. I agree that checking the acceptance box and providing my electronic signature has the same force as a handwritten signature. I intend to authenticate this Agreement electronically.

9. Severability; governing law. If any provision is held unenforceable, the remainder stays in effect. This Agreement is governed by the laws of the State of Oklahoma.

Acknowledgment: I have read this entire Agreement, I understand it, and I accept all liabilities, risks, and the photo/media release described above on behalf of myself and any minor children listed.

Signature: _____ Date: _____

Printed name: _____