

**Moultonborough Public Library**  
**RELEASE AND WAIVER OF LIABILITY**

**CAREFULLY READ EVERY LINE OF THIS RELEASE AND WAIVER OF LIABILITY. IT PREVENTS YOU FROM BRINGING LIABILITY CLAIMS AGAINST THE TOWN OF MOULTONBOROUGH AND ITS OFFICIALS, EMPLOYEES, AGENTS, VOLUNTEERS AND REPRESENTATIVES.**

In consideration of participating in Moultonborough Public Library programs, events and activities, the undersigned:

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Releases, waives, discharges, covenants not to sue, indemnifies and holds harmless the Town of Moultonborough, its officials, employees, agents, volunteers and representatives (hereinafter "Releasees") from any and all liability to the undersigned, and his/her/their representatives, heirs, and successors in interest (hereinafter "undersigned") for any and all loss, injury, illness or damage, and any claim or demands therefore on account of death, injury or illness of the undersigned or damage to the property of the undersigned whether caused by the negligence of the Releasees or otherwise, arising from or related to undersigned's participation.

**(Undersigned's initials here \_\_\_\_\_)**

Assumes full responsibility for all risks of bodily injury, personal injury or property damage, including but not limited to death, paralysis, brain injury, heart attack, cardiovascular injury, respiratory injury, head injury, stroke, aneurysm, cuts, broken or fractured bones, torn tendons or ligaments, tendon rupture, plantar fasciitis, irritation of the fascia, torn muscles, spinal injury, damage to organs, disease, infection, emotional distress, illness, heat exhaustion, heat stroke, eye injury, concussion, transient dizziness, lightheadedness, fainting, nausea, cramping, exposure to and illness from infectious viruses and diseases including but not limited to COVID-19, joint pain, sprains, tendonitis, muscle strain, muscle pain, bruising, shoulder impingement, wrist fracture and any other physical or emotional injury, medical or psychiatric condition or complication of any kind whatsoever, due to any cause, including the negligence of Releasees or otherwise, arising from or related to the undersigned's participation.

**(Undersigned's initials here \_\_\_\_\_)**

Represents and warrants:

(a) that he/she/they acknowledge(s) that participation in any form of recreational or sports activity, involves the risk of serious bodily and psychiatric injury, death, economic injury, and property damage or loss;

**(Undersigned's initials here \_\_\_\_\_)**

(b) that some of the risks of harm include, but are not limited to, intense physical activity, exhaustion, fatigue, dehydration, inexperience, lack of skill, inadequate instruction, negligent regulation, supervision, control, response, prevention or oversight by Releasees or others, slippery surfaces, pre-existing health problems, inadequate or negligent inspection of facilities and equipment by Releasees or others, carelessness or negligence of other participants, carelessness or negligence of the undersigned, uneven surfaces, ventilation defects, insufficient ventilation, possible exposure to and illness from infectious viruses and diseases including but not limited to COVID-19, lack of protective equipment including eye protection, air purification, sanitation and personal protective equipment ("PPE"), lack of health and safety rules, oversight and enforcement by Releasees, lack of compliance with health and safety rules and

guidelines by Releasees, undersigned and others, inadequate health and safety practices, safeguards and precautions by Releasees, objects, debris, and obstacles which might cause trips and falls, structural failures, inadequate or negligent instruction, insufficient lighting, carelessness and negligence of Releasees, collision with others, equipment failures, design defects, and any other risk of harm that one may encounter while participating and that may be attributable to Releasees or otherwise; **(Undersigned's initials here \_\_\_\_\_)**

(c) that he/she/they understand(s) the above list of possible risks is not exhaustive and that unknown and/or unanticipated risks may result in property damage or loss, bodily injury, personal injury, economic injury, or death; **(Undersigned's initials here \_\_\_\_\_)**

(d) that he/she/they has/have read every line of this Release and Waiver of Liability carefully and had an opportunity to review it with legal counsel (should the Undersigned so desire); and **(Undersigned's initials here \_\_\_\_\_)**

(e) that he/she/they is/are 18 years of age or older, competent, in good health and has no preclusive medical condition. **(Undersigned's initials here \_\_\_\_\_)**

(f) that if the registrant is a minor, I certify that the minor is competent, in good health and has no preclusive medical condition. **(Undersigned's initials here \_\_\_\_\_)**

(g) that if the registrant is a minor, I certify that I am the parent or legal guardian of the minor identified on this registration, that I am 18 years old or older, that I grant permission for the identified minor to participate and that I consent to this Release and Waiver of Liability as well as on behalf of and as the parent or legal guardian of the minor identified on this registration. **(Undersigned's initials here \_\_\_\_\_)**

This Release and Waiver of Liability shall be binding to the fullest extent permitted by law. If any provision of this Release and Waiver of Liability is found to be invalid or unenforceable, any such provision shall be divisible, and shall not affect in any way the remaining provisions, which shall remain in full force and effect.

**I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND I UNDERSTAND THAT I AM GIVING UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY.**

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Full Name of Participant (Please Print)

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Signature of Participant or Parent/Legal Guardian

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Date