



## WAIVER AND RELEASE OF LIABILITY

PROGRAM: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME OF PARTICIPANT: \_\_\_\_\_

NAME OF PARENT/LEGAL GUARDIAN (FOR PARTICIPANT UNDER 18 YEARS OF AGE):

\_\_\_\_\_

ADDRESS OF PARTICIPANT: \_\_\_\_\_

PHONE NUMBER AND/OR EMAIL OF PARTICIPANT: \_\_\_\_\_

1. I hereby agree to release, discharge and hold the Chapin Memorial Library & the City of Myrtle Beach (including its affiliates, board members, officials, and employees and other volunteers) harmless from and against any claims/liability for bodily injury (including all consequences therefrom), personal injury and/or property damage which we may suffer or claim to suffer by reason of my OR my child's voluntary participation in the activity/program set forth above. This release and indemnity obligation are intended to explicitly and specifically release the above parties from liability for their own negligence, be it active, passive or gross, or alleged as thus. This release and indemnity are further intended to cover all derivative claims which arise or may arise out of any events, losses or claims which may arise hereunder.
2. I am fully aware of the risks involved and hazards connected with activities, including but not limited to injury resulting from slips, trips, falls, sprains and strains, and I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, whether caused by the negligence of releasees (be it active, passive, simple or gross, or alleged as such).
3. I further hereby agree to defend, indemnify, and hold harmless the releasees from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my or my child's participation in said activity, whether caused by negligence of releasees (be it active, passive, simple or gross, or alleged as such).
4. In signing this release, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by same.

**I have read and fully understand the above important information, warning of risk, notice, assumption of risk and waiver and release of all claims.**

\_\_\_\_\_  
Signature of Participant (if 18 or older)  
or Signature of Parent/Legal Guardian (if Participant is a Minor)

\_\_\_\_\_  
Date

The person signing above further states and affirms that they are a parent or legal guardian for the minor herein named.