WAIVER AND RELEASE FROM LIABILITY

I,_____, HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge **the Ocean County Library** and its agents, employees, officers, directors, affiliates, successors and assigns, from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my/my legal dependent's participation in any of the events or activities in _____
Program Title
on _____, provided that this WAIVER AND RELEASE does not apply to any acts of
Program Date
gross negligence, or intentional, willful or wanton misconduct.

I understand that the activities and functions in which I/my legal dependent participate(s) may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns and next of kin, I waive all claims for damages, injuries and death sustained to me/my legal dependent, or my property that I may have against the aforementioned released party.

By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to myself, my legal dependent/personal property associated with in _____
Program Title
This WAIVER AND RELEASE contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of **the Ocean County Library**, whether by agreement, by operation of law, or otherwise.

All activities pose a degree of risk. We urge you to talk to your physician before beginning any exercise program and to be especially careful if you have any health issues. If you experience any pain or discomfort associated with any activity, you should stop immediately and consult your physician.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I have been given the opportunity to review this WAIVER AND RELEASE with an attorney of my choice. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

_____ I am 18 years of age or older and mentally competent to enter into this waiver.

_____ I am the parent or legal guardian of the minor child/legal dependent participating in the program above.

_____ _____
Date Printed Name of Program Participant

_____
Printed Name of Parent/Legal Guardian

_____
Signature of Program Participant or Parent/Legal Guardian

RO/10/25/11