



Event Name

**FACILITY USE RELEASE, WAIVER OF LIABILITY
AND INDEMNITY AGREEMENT**

In consideration of being permitted to utilize the Placentia Library District's (hereafter, "Library") facilities for the event named above ("Event") on _____ **[Insert Date]**, the undersigned, and on behalf of the group or organization the undersigned represents, and their respective representatives, heirs, assigns, and next of kin (collectively, the "Participants"), agree to the following:

1. To release, defend, indemnify, and hold harmless, and covenant not to sue the Library, the City of Placentia and their respective officers, agents, and employees (the "Releasees"), for any and all claims for loss, damage, or demands therefor on account of injury to any person, including death, or damage to property, including, without limitation, any loss or theft of any personal property, which may occur as a result of participating in the Event, or in any way using for any purpose during the day of the Event any of the Releasees' premises, facilities or equipment, even though that liability may arise, in whole or part, out of the negligence of the Releasees or out of a dangerous or defective condition of property or equipment of the Releasees.

2. Expressly acknowledge and understand that injuries can occur during the use of any of the Releasees facilities or equipment, including those resulting in injury or death, and that the Participants hereby expressly assume all such risks, including any dangerous or defective condition of public property, whether or not a particular risk is known or unknown.

3. Expressly agree that this Facility Use Release, Waiver of Liability, and Indemnity Agreement ("Agreement") is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, the balance shall continue in full legal force and effect.

4. The Library may close due to unforeseen circumstances or weather conditions. Every effort will be made to notify the contact person of the closure and a refund will be issue.

5. In addition to this Agreement and not in lieu of any of its provisions, the Participants shall obtain and provide evidence of liability insurance with such coverages as required by the Library.

The undersigned has read and voluntarily signs this Agreement, and acknowledges that no representations, statements, or inducements of any kind, apart from the foregoing written Agreement, have been made by the Releasees.

Name of authorized representative

Organization represented

Title of authorized representative

Organization's Address

I Have Read This Agreement and certify that I am authorized to sign on behalf of myself and the organization I represent.

Signature

Date