

Waiver of Liability and Hold Harmless Agreement

Logan City ("City") through the Logan City Library ("Library") provides access to certain equipment for use by its patrons. Patrons wishing to use this equipment are first required to read and sign this Waiver of Liability and Hold Harmless Agreement. The undersigned understands that the City is not responsible for any injury or damage to patron or patron property that may occur while using such equipment.

In consideration for receiving permission to use Library equipment (hereinafter referred to as Equipment) I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, Logan City, its agents, servants, volunteers, or employees (hereinafter referred to as "RELEASEES") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, that may be sustained by the undersigned, or any of the property belonging to the undersigned, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on, or upon the premises where the activity is being conducted.

I am fully aware of the risks involved and hazards connected with the use of the Equipment such as, but not limited to the Library's 3D printer and Laser Cutter. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and/or my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, that may be sustained by me, or any loss or damage of property owned by me as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

I further hereby AGREE TO 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 participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES OR OTHERWISE.

It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind my spouse and other members of my family, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Utah.

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.

If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

Print Participant Name _____

Participant Signature _____ Date _____

Library Card Number _____

Print Guardian Name _____

Guardian Signature _____ Date _____