



**ACKNOWLEDGMENT, WAIVER, AND RELEASE**

PLEASE CAREFULLY READ THE FOLLOWING ACKNOWLEDGEMENT, WAIVER, AND RELEASE FROM LIABILITY (“ACKNOWLEDGMENT, WAIVER, AND RELEASE”) BEFORE SIGNING.

- For, and in consideration of, use of the Digital Memory Lab at the Rancho Bernardo Public Library and participation in any activity related therewith, I knowingly and voluntarily agree to, and declare the following:

1. I ACKNOWLEDGE THAT MY USE OF THE DIGITAL MEMORY LAB AND PARTICIPATION IN RELATED ACTIVITIES THERE WITH INVOLVE INHERENT RISKS THAT MAY INCLUDE THE RISK OF INJURY, ILLNESS, DEATH, AND OTHER LOSS, INCLUDING PROPERTY DAMAGE. I HEREBY EXPRESSLY ASSUME AND ACCEPT ALL RISKS ASSOCIATED WITH MY USE OF THE DIGITAL MEMORY LAB AND PARTICIPATION IN ANY RELATED ACTIVITIES THEREWITH, INCLUDING, BUT NOT LIMITED TO: ILLNESS, BODILY INJURY, DEATH, AND OTHER LOSS, INCLUDING PROPERTY DAMAGE, CAUSED BY, ARISING FROM, OR RELATED TO ANY CIRCUMSTANCE, CONDITION, OR ACTIVITY AT THE DIGITAL MEMORY LAB, INCLUDING, BUT NOT LIMITED TO, OPERATING EQUIPMENT, HAZARDOUS CONDITIONS OR MATERIALS, AND OTHER PARTICIPANTS, FORESEEABLE AND UNFORESEEABLE; ALL SUCH RISKS ARE UNDERSTOOD AND APPRECIATED BY ME; AND I FURTHER ACKNOWLEDGE THAT THESE RISKS INCLUDE RISKS THAT MAY BE THE RESULT OF THE NEGLIGENCE OF THE CITY AND OTHER PERSONS OR ENTITIES;

2. Understanding that my use of the Digital Memory Lab, and participation in related activities therewith, involve inherent risks, not limited to those specified above, I HEREBY WAIVE, RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE THE CITY OF SAN DIEGO, ITS OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, AGENTS, AND VOLUNTEERS (“RELEASED PARTIES”) FROM ANY AND ALL CLAIMS, OBLIGATIONS, LIABILITIES, CAUSES OF ACTION, SUITS, DAMAGES, JUDGMENTS, LOSSES, DEMANDS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES) OF ANY KIND (“CLAIMS”), WHETHER OR NOT SUCH CLAIMS ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY OTHER PERSON OR ENTITY, WHICH MAY ARISE OUT OF, RESULT FROM, OR RELATE TO, WHETHER DIRECTLY OR INDIRECTLY, MY USE OF THE DIGITAL MEMORY LAB AND PARTICIPATION IN RELATED ACTIVITIES THEREWITH, except injury or loss which results from the sole gross negligence or willful or wanton misconduct of one of the RELEASED PARTIES;

3. I FURTHER COVENANT AND AGREE NOT TO TAKE ANY LEGAL ACTION AGAINST THE CITY OF SAN DIEGO FOR ANY CLAIMS THAT I HAVE RELEASED, WAIVED, OR DISCHARGED IN THIS ACKNOWLEDGMENT, WAIVER, AND RELEASE; AND I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SAN DIEGO, ITS OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, AGENTS, AND VOLUNTEERS, AND THE ORGANIZERS FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITY INCURRED AS A RESULT OF, OR IN ANY MANNER DIRECTLY OR INDIRECTLY RELATED TO, MY USE OF THE DIGITAL MEMORY LAB AND PARTICIPATION IN RELATED ACTIVITIES THEREWITH. I UNDERSTAND THAT UNAUTHORIZED REPRODUCTION OF COPYRIGHTED MATERIAL IS ILLEGAL.

**I HEREBY CERTIFY THAT I AM EIGHTEEN (18) YEARS OR OLDER; I HAVE READ THIS ACKNOWLEDGEMENT, WAIVER, AND RELEASE, AND I UNDERSTAND ITS CONTENT; and if applicable, I AM THE PARENT OR LEGAL GUARDIAN WITH LEGAL AUTHORITY AND CAPACITY TO SIGN AND CONSENT TO THIS ACKNOWLEDGMENT, WAIVER, AND RELEASE FOR THE PARTICIPATING MINOR. (An ACKNOWLEDGMENT, WAIVER, AND RELEASE for a minor will only be accepted with a parent or legal guardian’s signature.)**

\_\_\_\_\_ 18 or older/ under 18 \_\_\_\_\_  
 Participant (Print Name) (Circle one) Signature Date

\_\_\_\_\_ \_\_\_\_\_  
 Parent or Legal Guardian (Print Name) Signature Date

Address:		Library Card #:
Phone:	Email:	