

RELEASE/WAIVER OF LIABILITY

THIS RELEASE/WAIVER OF LIABILITY executed on this ____ day of _____, 20__, by _____ (name; list entity if applicable) (the “Applicant”) of _____ (town, state) to **MARY E. BARTLETT LIBRARY**, being a public library as defined under NH RSA 202-A:2 (the “Library”) with an address of 22 Dalton Road, Brentwood, NH 03833, and all of its trustees, employees, officer, agents and volunteers of the Library, and the Town of Brentwood (collectively referred to as the “Releasees”).

IN CONSIDERATION of being provided the use of certain meeting area(s) of the Library as specified in the Applicant’s application, (hereinafter the “Premises”), the Applicant, and his or her personal representatives, heirs and next of kin, successors and assigns, acknowledges, agrees and represents as follows:

1. **Release and Covenant Not to Sue.** The Applicant hereby covenants not to sue, and releases, waives, and discharges the Library, from all liability to the Applicant and the Applicant’s representatives, successors, assignees, heirs and next of kin, for any and all loss or injury to the persons or property of the Applicant or resulting in the death of the Applicant, whether caused by the negligence of the Releasees or otherwise, while on the Premises.
2. **Indemnification.** The Applicant hereby agrees to defend, indemnify and hold harmless the Releasees and each of them from any loss, liability, damage or cost Applicant might incur as a result of the Applicant’s use of the Premises or Applicant’s violation of the Library’s Meeting Facilities Policy. The Applicant will defend, indemnify, and hold harmless the Releasees from any claims or injuries to any third party or the property of any third party, resulting from the Applicant’s use of the Premises or violation of the Library’s Meeting Facilities Policy.
3. In the event that costs are incurred to enforce any covenant contained in this Release and/or any action is instituted at law or in equity to enforce this Release, the Applicant shall pay such costs, including but not limited to reasonable attorney fees.
4. This agreement contains the entire agreement of the parties regarding the within subject matter and supersedes all prior written or oral understandings pertaining to any of the subject matter hereof.

I HAVE READ THIS RELEASE, I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Witness

Signature of Applicant

FOR APPLICANTS UNDER AGE 18 AT THE TIME OF EVENT

This is to certify that I, as parent/guardian with legal responsibility for this Applicant, do consent and agree to the above including his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and covenant not to sue and agree to defend, indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES.

X _____
(Parent/Guardian Signature)

Applicant's Name

DATE SIGNED: _____

Emergency Phone Number: _____