

**WAIVER, RELEASE, AND COVENANT NOT TO SUE
(Minor Participant)**

READ CAREFULLY BEFORE SIGNING

I/We, the undersigned [parent/guardian name(s)] _____
are the parent or legal guardian(s) of [minor's name] _____,
a minor under the age of eighteen years; and that, in consideration of the valuable benefits to be
acquired by the said minor by virtue of checking out and using items from the Salem Public
Library's "Library of Things", without reservation, waive, release, acquit, indemnify, save, hold
harmless and forever discharge the said City of Salem, its officers, agent, and employees from any
and all suits, claims, demands, or assertions of liability of any nature whatsoever, for personal
injuries, property damage, loss of services, injury to incorporeal interests, or other like damages
occasioned by, arising from, or otherwise connected with the use of the item(s) checked out and
do personally and on behalf of the said minor child covenant that no action of law or suit in equity
shall ever be brought against the said City of Salem, its officers, agents, or employees on account
of any matter hereinabove set forth.

EXCEPTION: This waiver and covenant not to sue shall not operate to release or waive any claim or
right of action against an officer, agent, or employee of the City of Salem in his personal capacity
for personal injuries intentionally and unlawfully inflicted by such officer, agent, or employee.

I/We further declare that I am/we are aware of the activity contemplated through the use of
items, which include the items listed below and of the hazards connected therewith; understand
the necessity for close supervision of the said minor child, and use only in accordance with the
manufacturer's instructions or directions as well as common sense/common practice.

I/We further agree to pay for any necessary medical services, and to save the City of Salem and its
employees harmless therefrom, for anyone injured through the use of the equipment checked out
from the City of Salem Public Library's "Library of Things" until those items are returned to the
Salem Public Library.

The provisions of this instrument shall be binding on my/our heirs, executors, successors, and
assigns as well as those of the said minor child.

Item(s) Checked Out from the Library of Things: _____

Signature _____ **Date:** _____
Parent/Guardian

Primary Phone: _____ Library ID (last 8 digits): _____