City of Thousand Oaks LIBRARY
inspire inform engage
Grant R. Brimhall Library - 1401 E. Janss Road, Thousand Oaks, CA 91362 • 805-449-2660
Newbury Park Library - 2331 Borchard Road, Newbury Park, CA 91320 • 805-498-2139
www.tolibrary.org

AGREEMENT, WAIVER AND RELEASE

In consideration for being permitted by the City of Thousand Oaks, through the Thousand Oaks Library website, to participate in Virtual Library Programs. I hereby waive, release, and discharge any and all claims for damages for personal injury, death, or property damage which I may have, or which may hereafter accrue to me, as a result of participation in the above activity. This release is intended to discharge in advance the City of Thousand Oaks, including its officers, officials, employees, volunteers, and agents, from any and all liability arising out of or connected in any way with my participation in the above activity, even though that liability may arise out of active or passive negligence or carelessness on the part of the City of Thousand Oaks.

It is further agreed that this waiver, release, and assumption of risk is to be binding on my heirs, administrators, executors, and assigns, and that I shall indemnify and hold harmless the City of Thousand Oaks, including its officers, officials, employees, volunteers, and agents free from any loss, liability, damage, cost, or expense which may arise out of or is connected in any way with my participation in the above activity.

Additionally, I fully understand that my participating in the above-reference activity exposes me to the risk of personal injury, death, computer viruses, and/or property damage. I hereby acknowledge that I am voluntarily participating in this activity and agree to assume any such risks.

I hereby warrant and agree that the conditions of my environment are safe, free from obstructions, and are suitable for participation in the above-referenced activity. I further understand that I must provide my own copy of the software, application, and/or platform, and all associated equipment, to access and participate in the above-referenced activity, and that City of Thousand Oaks will not provide the above for my use. I also understand and agree that any material downloaded, viewed, or otherwise obtained through my participation in said activity is done at my own risk and the City of Thousand Oaks is not responsible for any loss, alteration, corruption, or other damage to my personal property, including computers, networks, and other property used as part of my participation.

Photographic Release – I understand that photographs may be taken during these activities and I hereby grant the City of Thousand Oaks permission to use any such photo(s) for advertising or in promotional materials.

Parental/Guardian Consent (To be completed and signed by a parent/guardian if the participant is under 18 years of age.) – I hereby consent that my child/ward is allowed to participate in the above activity and I hereby execute this Agreement, Waiver and Release in its entirety on his/her behalf. I further agree that my child/ward is physically able to participate in the above-reference activity and I hereby agree to indemnify and hold harmless the City of Thousand Oaks, its officers, officials, employees, volunteers, and agents free from any loss, liability, damage, cost or expense which may arise out of or is connected in any way with my child's/ward's participation in the above-referenced activity

I UNDERSTAND THAT THE CITY OF THOUSAND OAKS HAS A **CODE OF CONDUCT** AND I AGREE TO ABIDE BY ITSPOLICIES AND CONDITIONS. FAILURE TO DO SO MAY RESULT IN IMMEDIATE REMOVAL FROM THE ABOVE REFERENCED ACTIVITY.

I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE CITY OF THOUSAND OAKS AND I SIGN IT OF MY FREE WILL.