

AGREEMENT, WAIVER AND RELEASE

In consideration for my child being permitted by the City of Thousand Oaks, through the Thousand Oaks Library website, to participate in Virtual Library Programs, I hereby acknowledge that there are risks of emotional and physical injury, and property damage and I knowingly waive, release, and discharge any and all claims for damages for emotional injury, personal injury, death, or property damage which I or my child may have, or which may hereafter accrue to me or my child, 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 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 child's participation in the above-reference activity exposes them to the risk of emotional injury, personal injury, death, computer viruses, and/or property damage. I hereby acknowledge that I am voluntarily allowing participation in this activity and agree to assume any such risks. I agree to take any steps I deem necessary to protect my child to any and all risks associated with participation in the above activity.

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 the activity.

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.

I UNDERSTAND THAT THE CITY OF THOUSAND OAKS HAS A **CODE OF CONDUCT** AND I AGREE TO ABIDE BY, AND REQUIRE MY CHILD TO ABIDE BY, ITS POLICIES 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.