



# CARY

Memorial Library

## Cary Memorial Library 5K Release of Liability

Saturday, August 12, 2023

9:00 a.m. to approximately 10:00 a.m.

### Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in any way in 5K I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, **WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE**, the following named person or entities, herein referred to as releasees: **The Wayne Library Association**.
2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation **or statements made by the releasees, other than what is set forth in this agreement.**

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

\_\_\_\_\_  
Signature of Adult Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Adult Participant (Please Print)

\_\_\_\_\_  
Date

**For participants of minority age:** This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

\_\_\_\_\_  
Signature of Parent or adult legal Guardian if Participant is a Minor,  
they on my behalf release all claims that both they and I have

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Parent or adult legal Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Minor (Please Print)

\_\_\_\_\_  
Date

