City of SOUTH PASADENA PUBLIC LIBRARY

ACKNOWLEDGMENT, WAIVER, AND RELEASE

PLEASE CAREFULLY READ THE FOLLOWING ACKNOWLEDGEMENT, WAIVER, AND RELEASE FROM LIABILITY ("ACKNOWLEDGMENT, WAIVER, AND RELEASE") BEFORE SIGNING.

The memory labs are spaces, equipment, software, and technology for do-it-yourself digitization of photos, documents, audiovisual recordings, and other formats and related activities ("Memory Lab" or "Memory Lab(s)") located at the South Pasadena Public Library in the City of South Pasadena, California. For, and in consideration of, use of the Memory Lab(s) and participation in any activity related therewith, I knowingly and voluntarily agree to, and declare the following:

1. I ACKNOWLEDGE THAT MY USE OF THE MEMORY LAB(S) AND PARTICIPATION IN RELATED ACTIVITIES THEREWITH INVOLVE INHERENT RISKS THAT INCLUDE THE RISK OF INJURY, ILLNESS, DEATH, AND OTHER LOSS, INCLUDING PROPERTY DAMAGE (PROPERTY DAMAGE INCLUDES DESTRUCTION OF PHOTOGRAPHS, DOCUMENTS, DATA, AND OTHER MATERIALS). I ACKNOWLEDGE THAT MY DIGITIZED CONTENT IS NOT THE PROPERTY OF THE CITY OF SOUTH PASADENA AND WILL NOT BE PRESERVED BY THE CITY OF SOUTH PASADENA IN ANY WAY ON ANY FORMAT. I FURTHER ACKNOWLEDGE THAT ALL MY DIGITIZED CONTENT WILL BE DELETED AFTER MY MEMORY LAB SESSION. I HEREBY EXPRESSLY ASSUME AND ACCEPT ALL RISKS ASSOCIATED WITH MY USE OF THE MEMORY LAB(S) AND PARTICIPATION IN ANY RELATED ACTIVITIES THEREWITH, INCLUDING, BUT NOT LIMITED TO: ILLNESS, BODILY INJURY, DEATH, AND OTHER LOSS, INCLUDING PROPERTY DAMAGE, CAUSED BY, ARISING FROM, OR RELATED TO ANY CIRCUMSTANCE, CONDITION, OR ACTIVITY AT THE MEMORY LAB(S), INCLUDING, BUT NOT LIMITED TO, OPERATING EQUIPMENT, HAZARDOUS CONDITIONS OR MATERIALS, OTHER PARTICIPANTS, CITY OF SOUTH PASADENA'S STAFF, AND OTHER FORESEEABLE AND UNFORESEEABLE CAUSES; ALL SUCH RISKS ARE UNDERSTOOD AND ACCCEPTED BY ME; AND I FURTHER ACKNOWLEDGE THAT THESE RISKS INCLUDE RISKS THAT MAY BE THE RESULT OF THE NEGLIGENCE OF THE CITY OF SOUTH PASADENA AND OTHER PERSONS OR ENTITIES;

2. I understand that my use of the Memory Lab(s), and participation in related activities therewith, involve inherent risks, not limited to those specified above, and HEREBY WAIVE, RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE THE CITY OF SOUTH PASADENA, ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, AGENTS, AND VOLUNTEERS ("RELEASED PARTIES") FROM ANY AND ALL CLAIMS, OBLIGATIONS, LIABILITIES, CAUSES OF ACTION, SUITS, DAMAGES, JUDGMENTS, LOSSES (INCLUDING, WITHOUT LIMITATION, THE DESTRUCTION OF MY PHOTOGRAPHS, DOCUMENTS, DATA, AND OTHER MATERIALS), DEMANDS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) OF ANY KIND ("CLAIMS"), WHETHER OR NOT SUCH CLAIMS ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY OTHER PERSON OR ENTITY, WHICH MAY ARISE OUT OF, RESULT FROM, OR RELATE TO, WHETHER DIRECTLY OR INDIRECTLY, MY USE OF THE MEMORY LAB(S) AND PARTICIPATION IN RELATED ACTIVITIES THEREWITH, all to the maximum extent permitted by law; and

3. I FURTHER COVENANT AND AGREE, ON BEHALF OF MYSELF, AND MY HEIRS, REPRESENTATIVES, AGENTS, AND ASSIGNS, NOT TO TAKE ANY LEGAL ACTION AGAINST THE CITY OF SOUTH PASADENA, ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, AGENTS, AND VOLUNTEERS, FOR ANY CLAIMS THAT I HAVE RELEASED, WAIVED, OR DISCHARGED IN THIS ACKNOWLEDGMENT, WAIVER, AND RELEASE; AND I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SOUTH PASADENA, ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, AGENTS, AND VOLUNTEERS FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITY INCURRED AS A RESULT OF, OR IN ANY MANNER DIRECTLY OR INDIRECTLY ARISING FROM, MY USE OF THE MEMORY LAB(S) AND/OR PARTICIPATION IN ACTIVITIES RELATED THEREWITH. I UNDERSTAND THAT UNAUTHORIZED REPRODUCTION OF COPYRIGHTED MATERIAL IS ILLEGAL AND AGREE NOT TO ENGAGE IN THE UNAUTHORIZED USE OR REPRODUCTION OF MATERIALS PROTECTED BY COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS. **I HEREBY CERTIFY THAT I AM EIGHTEEN (18) YEARS OR OLDER; I HAVE READ THIS ACKNOWLEDGEMENT, WAIVER, AND RELEASE, AND I UNDERSTAND ITS CONTENT; and if applicable, I AM THE PARENT OR LEGAL GUARDIAN WITH LEGAL AUTHORITY AND CAPACITY TO SIGN AND CONSENT TO THIS ACKNOWLEDGMENT, WAIVER, AND RELEASE FOR THE PARTICIPATING MINOR. (An ACKNOWLEDGMENT, WAIVER, AND RELEASE for a minor will only be accepted with a parent or legal guardian's signature.)**

	☐ 18+ ☐ under 18		
Participant (Print First and Last Name)	(check one)	Signature	Date

Parent or Legal Guardian (Print First and Last Name)	Signature	Date

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