Bibliothèque Publique Penetanguishene Public Library
24 Rue Simcoe Street
Penetanguishene, ON L9M 1R6
Telephone: 705-549-7164 Fax 705-549-3932
Email: lkeenan@penetanguishenepl.ca

Adult 18+ Waiver and Agreements Form

Program/Activity:_____

Name of Registrant/Participant: _____

Phone #: _____ Allergies if any: _____

Library Card No.: 27164000_____

1. **ASSUMPTION OF RISK:** I understand that participant rules will be provided for my safety, and I agree to abide by them. I recognize and understand those rules will not and do not eliminate risk of harm to me and I hereby acknowledge and agree that participation in library programs, Services, On-line Videos, Facilities comes with inherent risks. I hereby certify that I have full knowledge of the nature and extent of the risks inherent in participation and that I am voluntarily assuming said risks, including but in no way limited to: injuries from physical exertion; injuries caused by my action or inaction, other participants, program equipment or structures, buildings; changing weather conditions; changes or variation in the terrain; slips, trips, and falls; encounters with nature including toxic plants and animals; failure to stay within my own ability; injuries related to water based activities; negligence or the acts or omissions of other participants; SARS-CoV-2 and COVID-19 and other infectious or communicable diseases and viruses.

2. **WAIVER, INDEMNITY AND RELEASE: In consideration of the library allowing me to participate in a library programs or otherwise use of library facilities, I hereby agree to waive any and all claims that I have against the library (including its, administrators, agents, board members, officers, employees, volunteers, successors and assigns and Town of Penetanguishene) (collectively "the Releasees") and to release, indemnify and hold harmless the Releasees from any and all liability for any loss, damage, expense or injury (including, but not limited to, property damage or loss, death, physical and mental injury, disability, disease, virus, infection or any form of infectious/contagious/communicable disease) that I may suffer arising from, or in relation to, my attendance at the library, or use of the library premises/equipment or participation in library programs, provided that the Releasees shall not be released from any liability due to or arising from the gross negligence, intentional torts or recklessness of any of the Releasees.**

   Initial here. ☐

PLEASE CONTINUE ON OTHER SIDE

3. **LOSS/THEFT:** I understand and agree that the library of Penetanguishene is not responsible for any loss or theft of my belongings or money. I understand and agree that I will be responsible for reimbursement of any willful destruction to site and /or equipment, including graffiti, incurred because of my actions of minors for whom I am responsible.

4. **PHOTOS: The library and Town reserve the right to use photographs of recreation programs for promotional use. I acknowledge the fact that the library and/or local paper/news may take photographs of me while doing activities and give permission to use such photos for marketing purposes.**

   Initial here. ☐

5. If any provision herein is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct. For greater certainty, any decision or declaration that one or more of the provisions are null and void shall have no effect on the remaining provisions of this Agreement, which shall remain in force.

I hereby acknowledge and agree that I have had time to review this assumption of risk and release form prior to signing, carefully read, fully understand, and am freely and voluntarily executing same. By signing below, **I hereby agree to the waivers and agreements as stated above:**

Signature _____

Print Name _____

Date _____

Witness' Signature_____

Witness' Name_____

Updated 11/12/25