



RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

“Maker” activities are collaborative activities for making, learning, exploring and sharing while using high-tech to no-tech tools. Some Maker activities involve an inherent risk of serious bodily injury.

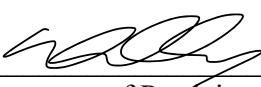
I, John Kelly [Name of Participant], fully understand that my participation in Maker activities at a Contra Costa County library (a “Library”) exposes me to the risk of personal injury, death or property damage. I acknowledge that I am voluntarily participating in Maker activities at a Library and agree to assume any such risks.

In consideration for being permitted to participate in Maker activities at a Library, I hereby forever release, discharge and agree not to sue Contra Costa County, its board members, officers, agents, servants, independent contractors, employees, and affiliates (together, the “Released Parties”) for any personal injury, including death, that I may sustain, and for any loss or damage to property I own arising out of, or in connection with, my participation in Maker activities from whatever cause, including the active or passive negligence of the Released Parties, and/or the active or passive negligence of any third party who is also engaged in Maker activities.

As further consideration for being permitted to participate in Maker activities at a Library, I hereby agree, for myself, my heirs, administrators, executors and assigns, to indemnify, defend and hold harmless the Released Parties from and against any and all costs, claims, damages, liabilities and suits arising out of or in connection with my participation in Maker activities at a Library.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN ON MY OWN FREE WILL.

Date: _____



Signature of Participant

If Participant under age 18:

Signature of Parent/Guardian