

## **The Hive Waiver & Indemnity**

Welcome to the The Hive at Waterloo Public Library! Acceptance of and compliance with these provisions is required for your use of the space, tools, equipment and materials provided within.

I, \_\_\_\_\_ (print name), do hereby for myself, on behalf of my heirs, successors, and assigns, in consideration of being permitted to use tools and equipment, waive any and all claims against the Waterloo Public Library and the City of Waterloo, their offices, agents, volunteers, guest instructors, Board of Trustees and employees for any personal injury, illness, death, or liability to myself or those in my care resulting from or arising out of the carelessness, recklessness, negligence and/or fault of the Waterloo Public Library and the City of Waterloo, their offices, agents, volunteers, guest instructors, Board of Trustees and employees resulting from my use of or attendance in The Hive.

I, \_\_\_\_\_ (print name), hereby for myself, on behalf of my heirs, successors, and assigns, in consideration of being permitted to use tools and equipment, agree to release and indemnify and hold harmless and defend the Waterloo Public Library and the City of Waterloo, their offices, agents, volunteers, guest instructors, Board of Trustees and employees from any and all liability, loss, claims, and demands, actions, or cause of action for the death or injury to any persons and for any property damage suffered or incurred by any person which arises or may arise or be occasioned in any way from myself or possession of tools, technology, equipment or supplies I or those in my care are using in The Hive at Waterloo Public Library. Any available insurance of the Maker's shall be primary and the Waterloo Public Library and/or the City of Waterloo be Non Contributory.

The parties intend each provision to be severable and separate and apart from one another. The parties agree that any and all disputes resulting in litigation will be commenced, litigated, and adjudicated only in the County of Black Hawk, State of Iowa pursuant the laws of the State of Iowa.

If a court of law construes that any part of this release is invalid, such construction shall not invalidate the remainder of this release.

I have read this release, have no questions about its meaning and voluntarily accept the terms of this release by signing my name below. I understand that as needs change for The Hive, policies may be updated. My signature denotes that I understand that it is my responsibility to keep abreast of policy changes and follow them in accordance with using The Hive.

Signature \_\_\_\_\_ Date \_\_\_\_\_