



**DISPLAY CASE RESERVATION FORM
AND
WAIVER OF LIABILITY, RELEASE,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

LIBRARY BRANCH: _____ DISPLAY CASE ASSIGNED: _____

PARTICIPANT (Please Print): _____

ORGANIZATION, if applicable: _____

PHONE: _____ EMAIL: _____

SECONDARY CONTACT INFORMATION:

NAME: _____

PHONE: _____ EMAIL: _____

DESCRIPTION OF DISPLAY: _____

SETUP DATE/TIME _____ REMOVAL DATE/TIME _____

Assumption of Risk: By using a display case (the “Display”) at the Santa Cruz Public Libraries (hereinafter, “SCPL”), the Participant voluntarily agrees to accept and assume any and all risks, known or unknown, including the risk of injury, property damage, or death.

Indemnification, Waiver and Release: Participant hereby agrees to release, discharge, hold harmless and indemnify the Library Joint Powers Authority, the Santa Cruz Public Libraries, the



City of Santa Cruz, the City of Scotts Valley, the City of Capitola, and the County of Santa Cruz, and each entity's respective officers, officials, employees, agents and volunteers from and against all actions, claims, or demands (including attorney fees and costs) for injury, death, or damage resulting from or in any way related to the Display, to the fullest extent permitted by law.

Installation: The undersigned has read the Library's Display Policy and agrees to follow the rules set out therein. Failure to adhere to the Library's Display Policy may result in removal of the Participant's Display and restrictions from further use of the Display Case.

Authorization for Use of Photos/Videos: Participant authorizes SCPL to use photographs and/or videos taken of the Display or Participant for reproduction in any medium for any lawful purpose.

Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions of this Agreement.

Interpretation. Participant acknowledges that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

I HEREBY CERTIFY THAT I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I FURTHER CERTIFY MY UNDERSTANDING THAT THIS AGREEMENT CONSTITUTES A RELEASE OF ALL CLAIMS AGAINST THE SANTA CRUZ PUBLIC LIBRARIES AND AGAINST ALL OTHERS MENTIONED IN THE AGREEMENT. I ACKNOWLEDGE THAT I AM VOLUNTARILY SIGNING MY NAME TO THIS AGREEMENT AND BY DOING SO AM ACCEPTING ITS TERMS AS BINDING UPON MYSELF, MY HEIRS, EMPLOYEES, AGENTS, LEGAL REPRESENTATIVES, ORGANIZATION, AND ASSIGNS.

SIGNATURE OF PARTICIPANT: _____ DATE: _____