



Monroe County Public Library

Downtown Library
303 E. Kirkwood Ave.
Bloomington, IN 47408
(812) 349-3050

Ellettsville Branch
600 W. Temperance St.
Ellettsville, IN 47429
(812) 876-1272

Southwest Branch
890 W. Gordon Pike
Bloomington, IN 47403
(812) 349-3110

Waiver, Assumption of Risk and Release regarding the use of the Teaching Kitchen

The Monroe County Public Library ("MCPL") at its Southwest Branch Library has a Teaching Kitchen with gas ranges, ovens, kitchen utensils, and other items typically found in a home or commercial kitchen (the Teaching Kitchen including all items contained in the kitchen hereinafter all together referred to as "Kitchen") available for use and reservation for use by MCPL Patrons ("Patron" includes all signatories to this document). The undersigned Patron, in return for signing this document, shall be permitted to use the Kitchen. All Patrons and individuals using the Kitchen shall sign this document and be bound by the terms of this document.

Patron understands that MCPL has the Kitchen available for use by Library patrons, but does not in any manner warrant the suitability, maintenance, or safety of the Kitchen items. Kitchens by their very nature contain items that can be dangerous. For example, gas ovens and cooktops are known to emit nitrogen dioxide (NO₂) which may cause health problems and create risks of explosions and burns. Food prepared in the Kitchen may be contaminated or cause food borne illnesses. Additional risks of using the Kitchen include the use of knives, electric and gas appliances, blenders, hot or boiling water or substances and other items and equipment that may cause serious injuries or even death in rare circumstances. MCPL will not have constant oversight or presence during the use of the Kitchen. The Patron will be responsible for their actions regarding the use of the Kitchen and for their own safety and the safety of others. The Patron fully understands and agrees that in return for being permitted to use the Kitchen, hereby waives, releases, and forever discharges MCPL and its Board members, agents, employees, representatives, and volunteers ("Released Parties") from any and all responsibilities or liability for injuries or damages resulting from the Patrons of the Kitchen or a combination of any of the prior mentioned.

Patron understands that the use of the Kitchen may create a significant risk of injury and in rare circumstances damage to property, personal injury, or even death. Patron hereby agrees to expressly assume and accept any and all risks of property damages, injury or death in return for being permitted to use the Kitchen and all risk to the health of the Patron's agents, family members, friends, and assigns regarding the use of the Kitchen. Patron will be responsible for the safe use of the Kitchen. Patron agrees to indemnify MCPL from any claims, costs, and expenses of whatever nature, including reasonable attorney fees, that arise out of Patron's use of the Kitchen. Patron further agrees to hold harmless MCPL and its Board members, agents, employees, representatives, volunteers, and donating parties from all responsibilities or liability for injuries or damages resulting from Patron's use of the Kitchen whether directly or indirectly even if MCPL is also negligent in causing the injury or damages. Patron acknowledges that Patron has reviewed, discussed, and understands the risks of the Kitchen. Patron has also been permitted to ask questions and those questions have been answered to Patron's satisfaction.

Date Signature Printed name

Parental Consent and Waiver

Name [print name of parent of guardian of minor participant], _____, as the parent guardian of a person under 18 years of age, in consideration of allowing [print participant minor's name], _____ to participate in the activities described in the above document, I, the undersigned parent or guardian, execute this waiver on the minor's behalf and additionally agree on my individual behalf to indemnify and hold harmless MCPL, its Directors, officers, employees, servants, agents, or their representatives, successors, assigns, heirs, personal representatives, administrators and executors, and each of them from any loss, liability, damage, or cost (including but not limited to reasonable legal fees and expenses) they may incur due to the minor's participation in the above activities.

Date Parent or guardian signature (if Recipient is under 18) Parent or guardian name printed