

WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

This Waiver of Liability and Indemnification Agreement (“Agreement”) is entered into by and between _____ (“Indemnitor”), an adult individual with an address of _____ and Southern Lehigh Public Library (hereinafter “SLPL”) located at 3200 Preston Lane, Center Valley, Pennsylvania 18034 concerning the use of the Southern Lehigh Public Library Meeting Room (“Meeting Room”).

1. **Compliance.** Indemnitor hereby agrees to comply with any and all policies, rules and/or regulations as may be adopted or modified by SLPL concerning the use of the Meeting Room.
2. **Waiver of Liability.** Indemnitor recognizes that there are foreseeable and unforeseeable risks involved with the use of the Meeting Room, including, but not limited to, personal injury, accident or illness (including death), property damage or loss, and/or any claim in tort. Indemnitor assumes responsibility for each of these risks and dangers, and all other risks and dangers, whether known or unknown that could arise out of the use, occur during or result from the use of the Meeting Room.

I DO HEREBY WAIVE, RELEASE, AND DISCHARGE ANY AND ALL CLAIMS FOR DAMAGES FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE, ANY CLAIM IN TORT, OR ANY OTHER CLAIM, REGARDLESS OF LEGAL THEORY, THAT MAY HEREAFTER ACCRUE AS A RESULT OF THE USE OF THE MEETING ROOM. IN NO EVENT SHALL SLPL OR UPPER SAUCON TOWNSHIP, OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE RESPONSIBLE OR LIABLE FOR DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE LOSS, DAMAGE OR EXPENSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO USE OF THE MEETING ROOM.

3. **Indemnification.** Indemnitor agrees to indemnify and hold harmless the SLPL and Upper Saucon Township and their officers, directors, employees, and/or agents from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorney’s fees), arising out of or in connection with this Agreement, including but not limited to the use of the Meeting Room, except those arising from the sole negligence or willful misconduct of SLPL or Upper Saucon Township, or their officers, directors, employees, and/or agents.
4. **Severability.** In the event any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions shall not in any way be affected or impaired thereby and shall remain in full force and effect.
5. **Entire Agreement.** This Agreement contains the entire agreement between the parties. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and executed by each party.

6. **Governing Law.** This Agreement is governed by the laws of the Commonwealth of Pennsylvania. Jurisdiction over any dispute arising under, or related to, this Agreement shall lie exclusively with the United States District Court for the Eastern District of Pennsylvania or the state courts sitting in Lehigh County, Pennsylvania.

I UNDERSTAND THAT I HAVE GIVEN UP IMPORTANT RIGHTS BY SIGNING THIS WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT. MY SIGNATURE BELOW INDICATES THAT I AM 18 YEARS OF AGE OR OLDER AND HAVE READ, UNDERSTOOD, AND FREELY SIGN THIS WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT.

Signature: _____

Date: _____

Printed Name: _____