

DALLAS PUBLIC LIBRARY  
CREATIVE SPACES INITIATIVE  
ACKNOWLEDGEMENT OF RESPONSIBILITY  
AND RELEASE OF LIABILITY FOR PARTICIPANTS

I, \_\_\_\_\_, apply to attend and participate in the Creative Spaces Initiative conducted by the Dallas Public Library which will allow participants to create content, art, and preserve their family history using recording, sewing, and other equipment in designated spaces on various floors of the Dallas Public Library's Central Library branch ("Creative Spaces").

**RELEASE OF LIABILITY**

I understand that, while my safety and the safety of all participants is a high priority for the Creative Spaces conducted by the Dallas Public Library, I acknowledge that the Dallas Public Library and the City of Dallas will not be responsible for my safety in the Creative Spaces or for any medical costs associated with injury to me or for any damages, including my death or disability associated with an accident in the Creative Spaces.

I am aware that the activities offered in the Creative Spaces involve risks and dangers of bodily injury and that accidents resulting in personal injury and property damage sometimes occur during participation in the activities described above, ("Risks") and that these Risks may be caused by my own actions or inactions, the actions or inactions of others participating in the Creative Spaces, the conditions of the Creative Spaces in which the Creative Spaces Activities are being conducted, or the negligence of the Releasees listed below. **Having been warned of the Risks and dangers, I am making an informed decision to participate in the Creative Spaces and I fully accept and assume all such Risks and all responsibility for losses, costs and damages that may occur as a result of my participation in the Creative Spaces.**

**IN CONSIDERATION OF MY BEING ALLOWED TO PARTICIPATE IN THE CREATIVE SPACES, I EXPRESSLY RELEASE DISCHARGE AND COVENANT NOT TO SUE THE CITY OF DALLAS AND THE DALLAS PUBLIC LIBRARY AND THE CITY'S MANAGER, CITY COUNCIL, OFFICERS AND EMPLOYEES ("RELEASEES") AND AGREE TO HOLD HARMLESS FROM AND WAIVE AGAINST THE RELEASEES, ANY AND ALL CLAIMS FOR MEDICAL EXPENSES, LOSS OF SERVICES, INJURY TO PERSON OR PROPERTY, DEATH, OR OTHER CLAIMS, ACTIONS, OR LIABILITIES MADE BY ME OR ON MY BEHALF BY MY HEIRS, PERSONAL REPRESENTATIVES, ESTATE OR ANY OTHER PERSON OR ORGANIZATION SEEKING TO ACT FOR ME, REGARDLESS OF THE CAUSE OF SUCH CLAIMS, ACTIONS, OR LIABILITIES OR ANY CONCURRENT OR CONTRIBUTING FAULT OR NEGLIGENCE OF THE CITY OR ITS REPRESENTATIVES AS SUCH MAY RESULT FROM MY PARTICIPATION IN THE CREATIVE SPACES.**

**IN FURTHER CONSIDERATION FOR MY PARTICIPATION IN THE CREATIVE SPACES, I ALSO AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF DALLAS AND THE DALLAS PUBLIC LIBRARY AND THE CITY'S MANAGER, CITY COUNCIL, OFFICER AND EMPLOYEES, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITIES OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ATTORNEY'S FEES AND COURT COSTS, MADE BY THIRD PARTIES AGAINST THE CITY OR ITS REPRESENTATIVES WHICH MAY RESULT FROM MY PARTICIPATION IN THE CREATIVE SPACES. I UNDERSTAND THAT THE CITY OF**

LIBRARY CARD#: \_\_\_\_\_

DATE: \_\_\_\_\_

DALLAS AND THE DALLAS PUBLIC LIBRARY AND THE CITY'S MANAGER, CITY COUNCIL, OFFICERS AND EMPLOYEES ARE NOT WAIVING ANY SOVEREIGN OR GOVERNMENTAL IMMUNITY, WHICH IT OR THEY HAVE UNDER TEXAS LAW.

I HAVE READ AND UNDERSTAND THIS RELEASE AND SIGN IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS RELEASE, HAVE SIGNED IT VOLUNTARILY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THIS RELEASE IS HELD TO BE INVALID, THE BALANCE OF THE RELEASE SHALL CONTINUE IN FULL FORCE AND EFFECT.

Signature of Participant \_\_\_\_\_

Printed Name of Participant \_\_\_\_\_

Date Signed \_\_\_\_\_

**If the Participant is a minor under the age of 18 years old, a parent or legal guardian must also sign:** I WARRANT AND REPRESENT THAT I AM THE PARENT OR GUARDIAN OF THE PARTICIPANT. I HAVE READ AND UNDERSTAND THIS RELEASE AND SIGN IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. IF MY CHILD IS 12 YEARS OF AGE OR YOUNGER I MUST ACCOMPANY AND SUPERVISE MY CHILD IN THE CREATIVE SPACES AT ALL TIMES.

Signature of Parent/Guardian \_\_\_\_\_

Printed Name of Parent/Guardian \_\_\_\_\_

Daytime Number \_\_\_\_\_ Evening or Emergency Number \_\_\_\_\_

Date Signed \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration there in expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for Dallas County, Texas

My Commission Expires: \_\_\_\_\_