

**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT  
"Family Nerf War" GAME**

1. In consideration for receiving permission from the The Dalles-Wasco County Library to participate in the "Family Nerf War" game on Feb. 28th 2025, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE The Dalles-Wasco County Library, the City of The Dalles, its officers, agents, and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that I may sustain, or to any property that I own, while participating in such activity, or while in, on or upon the premises of the Library. This release includes any losses caused or alleged to be caused, in whole or in part, by the negligence of RELEASEES to the fullest extent allowed by law (but not for gross negligence or willful or wanton conduct) and includes liability arising out of tort, contract, strict liability, or otherwise
2. I am fully aware of the risks and hazards connected with the game of "Family Nerf War," which include the risk of injury and even death, and I hereby elect to voluntarily participate in the game, knowing that the activity may be hazardous to me and my property. I understand that the Library does not require me to participate in this activity and is permitting this activity to occur on Library premises. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that I may sustain, or any loss or damage to property that I own, as a result of being engaged in such activity. It is impossible to know and list every risk associated with the game, but the risks I may encounter include, but are not limited to: slipping, falling, or tripping; improper or malfunctioning equipment, and physical contact with other participants who may participate with me.
3. I agree to abide by the "Responsibilities of Players of Nerf War" ("Responsibilities") and acknowledge that I am subject to The Dalles-Wasco County Library's "Policy Establishing Behavior Rules For Use of Library" while participating in the game, and that the Library reserves the right to impose discipline and sanctions for any activities that occur during the course of the game that violate the Policy. I agree that I am also responsible for the activities of any guests that I invite to play the game who are non-patrons of The Dalles-Wasco County Library. The Library may impose discipline and sanctions on me for the conduct of my guests to the extent that their conduct violates the Policy or the "Responsibilities." Non-patrons are defined as any participant who does not have a Library card.
4. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that they may incur due to my participation or the participation of one of my guests in the game. This includes loss, liability, damage or costs that occur to me, to other game participants or to third parties, including other Library patrons or visitors to the Library. This agreement to indemnify includes loss, liability, damage or costs, including courts costs and attorneys' fees, caused in whole or in part by the negligence of RELEASEES, to the fullest extent allowed by law (but not for gross negligence or willful or wanton conduct of RELEASEES).
5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Oregon and that any mediation, suit, or other proceeding regarding the activity of "Family Nerf War" must be filed or entered into only in Oregon and the federal or state courts of Oregon. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; if I am under eighteen years of age, my parent or guardian and I both sign and agree to the above terms and conditions; I/we execute this Release for full, adequate and complete consideration fully intending to be bound by same.

I have signed this Waiver and Agreement on: \_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name (Participant)

\_\_\_\_\_  
Print Name (Parent/Guardian)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

## **Responsibilities of Players of “Family Nerf War”**

1. By signing up for the Family Nerf War game, I agree to act in accordance with all laws (local, state and federal), and to act within The Dalles-Wasco County Library’s “Policy Establishing Behavior Rules For Use of Library.”
2. By signing up for the Family Nerf War game, I agree to take no action which would cause myself or others bodily harm, or result in the loss, damage, or destruction of property.
3. By signing up for the Family Nerf War game, I acknowledge that ignorance of these policies is not an excuse for noncompliance, and take responsibility for knowing them.
4. By signing up for the Family Nerf War game, I understand that if I violate any laws (local, state or federal) or The Dalles-Wasco County Library Policy as part of my participation in the Humans vs. Zombies game, I will be removed from the game and may be reported to Public Safety.
5. By signing up for the Family Nerf War game, I agree to demonstrate respect for all players and non- players alike. I understand that discharging a Nerf or Nerf-style toy at a non-player is grounds for removal from the game. I also understand that utilizing “headshots,” whether directed at players or non-players, is also grounds for immediate removal from the game.
6. By signing up for the Family Nerf War game, I agree not to use any modified Nerf or Nerf-style guns while participating. Though I am free to bring my own toy gun, the use of a modified weapon is grounds for immediate removal from the game. I also understand that any ammo I bring may be lost during gameplay and the library is not obligated to find, return, or reimburse me for the aforementioned ammo.
7. By signing up for the Family Nerf War game, I agree to abide by the decisions of Library staff in any and all game-related matters. Arguing with Library staff is grounds for immediate removal from the game.
8. By signing up for the Family Nerf War game, I agree to leave my building in an evacuation situation such as a fire alarm. I understand that the area I evacuate to is temporarily a safe zone for the duration of the evacuation, and that I cannot be tagged (or tag another player) while going to or returning from the evacuation area.
9. By signing up for the Family Nerf War game, I take responsibility for any non-patrons I bring to play, and understand that I am responsible for their conduct and liable for any rules which they violate.
10. By signing up for the Family Nerf War game, I agree to play fairly and abide by the rules of the game at all times. Failure to do so is grounds for immediate removal from the game.

\_\_\_\_\_  
Print Name (Participant)

\_\_\_\_\_  
Print Name (Parent/Guardian)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature