

## LIBRARIES WITH HEART LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

St. Lucie County (County), through its libraries, offers patrons the opportunity to check out blood pressure monitors (“BP Monitors”) solely under the terms set forth in this document. The person signing below is referred to herein as the “Participant”, and this document entitled “Liability, Assumption of Risk, and Indemnity Agreement” is referred to herein as the “Agreement”.

St. Lucie County is a political subdivision of the State of Florida (“County”) and its ability to indemnify any person, firm, or corporation is regulated by Florida law. Accordingly, any and all liability and indemnification obligations in this agreement shall be effective only to the extent expressly required by Section 768.28, Florida Statutes. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the County as set forth in Section 768.28, Florida Statutes.

Use of the BP Monitors is strictly voluntary and **NOT INTENDED FOR MEDICAL DIAGNOSIS**. BP Monitors are made available to patrons, including Participant, solely to produce general information only. Use of the BP Monitors by patrons, including Participant, is not intended to result in, or to be construed, as medical advice, diagnosis, and treatment by physicians, and/or patients or other individuals, and is not a substitute for consultations with qualified health professionals who are familiar with any patient’s individual medical needs. The health screening measurements, tests, explanations, etc. do not establish a physician-patient relationship. Participants understand that any concerns about their health should be immediately addressed by a physician, and that it is the Participant’s responsibility, and not that of County or other organizations associated with the BP Monitors or County, to schedule a visit with a healthcare provider in order to confirm the results of the health screen and to obtain advice and treatment from a healthcare provider.

In consideration of being permitted to check out and otherwise use one or more of the BP Monitors solely for the Participant’s sole and exclusive personal use (the “Permitted Use”), I, the Participant, on behalf of myself, my executors, heirs, administrators and assigns, hereby voluntarily agree, to the furthest extent permitted by law, to release, waive, discharge, indemnify, hold harmless, and agree not to sue County, its elected officials, officers, employees, agents, volunteers, or other associates of County, for any and all claims, damages, costs, attorney’s fees, or causes of action which I have or may have in the future, or which third parties have or may have in the future, as a result of damages, injuries, including death, relating to the Permitted Use or BP Monitors, arising out of or incident to any negligent act or omission by County, its elected officials, officers, employees, agents, volunteers, or other associates of County. I knowingly and voluntarily give up valuable legal rights, including the right to sue. Further, I shall defend at my own expense, including attorney’s fees, with an attorney selected by County, County in any action or proceeding, legal, administrative or otherwise, based upon such acts, omissions or willful misconduct.

I understand and agree that there exist risks of harm associated with participating in the Permitted Use and BP Monitors that may give rise to bodily injury, death and/or property damage. These risks include, but are not limited to, those hazards associated with **malfunctions of the BP Monitors or improper use of the BP Monitors**. I further understand and agree that there may be risks and dangers not known or reasonably foreseeable at this time. I understand and agree that included within the scope of this waiver and release is any cause of action, arising from the performance of or the failure to perform maintenance, inspection, supervision or control of the BP Monitors, or the failure to warn of existing dangerous

conditions not known to or reasonably discovered by County, including all acts of negligence of County. These risks and dangers may be caused by me, the negligence of others, or by the negligence of County, its officials, officers, employees, agents, volunteers, or other associates of County. I knowingly and voluntarily assume full responsibility for these risks arising out of or related to my Permitted Use or the BP Monitors to the furthest extent permitted by law.

**I HAVE CAREFULLY READ, AND I UNDERSTAND, ACKNOWLEDGE AND AGREE TO THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT. I UNDERSTAND THAT I AM GIVING UP VALUABLE LEGAL RIGHTS BY SIGNING THIS AGREEMENT, AND THAT THIS AGREEMENT REPRESENTS A CONTRACT BETWEEN MYSELF AND COUNTY I HAVE AGREED TO SIGN THIS AGREEMENT OF MY OWN FREE WILL.**

**FULL NAME (PRINT)**

**SIGNATURE**

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**DATE** \_\_\_\_\_