

Albert Wisner Public Library

Library of Things Guidelines, Waiver & Indemnification Agreement

Guidelines for Borrowing

- Items lent through AWPL's Library of Things program ("Thing"/"Things") are checked out from and returned to the Help Desk only. They may not be returned to the outside book drop.
- Borrower must be age 18 or older, with a current (not expired) AWPL library card in good standing, in order to borrow a Thing.
- A maximum of two (2) Things may be checked out on one library card at a time.
- Things are loaned for 1 week and are eligible for a single 1-week renewal if no patron holds exist on the Thing(s). Borrower must call the Help Desk to inquire about renewal.
- The borrower is solely responsible for the Thing. Borrower agrees not to transfer it to another person's possession without the expressed written consent of the Library.
- Borrower must read, understand and sign this form before checking out a Thing.

Proper Care and Use

- Use care when handling. Follow the manufacturer instructions provided (where applicable).
- Return the Thing clean, and with all parts/components.
- Upon return, report any damage to, or malfunctioning of the Thing and/or its components.

Liability

- Borrower voluntarily borrows the Thing "as is," and must examine its condition before borrowing to confirm it is acceptable. The Library makes no warranties, express or implied, as to its suitability, durability, fitness for a given use, condition or quality.
- Borrower should be experienced in using the Thing being borrowed, and capable of using it safely, consistent with its design and purpose and in compliance with all applicable laws and regulations.
- Borrower agrees to discontinue use immediately of any Thing that becomes unsafe to use or in disrepair.
- The Library does not provide supervision nor instruction on the use of Things. The borrower is exclusively responsible for determining the suitability of a Thing for the purpose intended, and assumes any and all risks involved with using it. Risks may include physical injury to the borrower or others, and/or property damage or loss.

- Borrower is solely responsible for the Thing. Borrower will pay for reasonable repair or replacement costs associated with damage or loss of the Thing, and/or its components, due to neglect or abuse.
- A list of the replacement costs of Things is available upon request.

Lending Agreement

- I will abide by Albert Wisner Public Library's Library of Things borrowing guidelines, as stated above.
- I will pay full repair or replacement costs if the Thing, or its components, are stolen, lost, not returned, or are damaged so as to render the item not usable.
- I acknowledge that failure to comply with any of these guidelines may result in suspension or revocation of my library borrowing privileges.
- **I acknowledge that items in the Library of Things returned late will incur a fee of \$10.00/day, up to a maximum of \$50.00, or the full replacement cost of the item, whichever is lower.**

In consideration of being permitted to borrow a Thing(s), I hereby voluntarily waive, release, and discharge and covenant not to sue Albert Wisner Public Library, its respective successors, assigns, officers, agents, employees and volunteers (hereafter referred to as "Releasees") from any and all claims, actions or demands of any kind, nature or description, including claims or actions for damages or death, personal injury or property damage, and from any and all liabilities, damage, injuries, action or causes of action either at law or in equity, whether caused by any defect in the Thing, negligent act or omission of the Releasees, or otherwise arising out of, or in any way related to or connected with my borrowing the Thing.

I have read and understand this entire document. My signature below indicates my agreement with the above statements. My signature applies to this and to any/all future loans, on my library card, of items from Albert Wisner Public Library's Library of Things.

Print Name: _____

Signature: _____

Library Card Barcode # : _____

Date: _____