

Lending Agreement and Liability Waiver. Once you have completed and turned in this agreement to an EVPL staff member, you are registered to borrow "things" from the Library of Things collection, according to age requirements for that item.

LENDING AGREEMENT

1. Borrower has a current EVPL library card in good standing.
2. Borrower has read, understands, and signs both this Lending Agreement and the Waiver below in the presence of a library staff member as a condition to borrowing from the Library of Things.
3. All items must be returned in the same condition in which they were issued, excepting normal wear and tear. Heavy items must be loaded, transported, and returned by the Borrower. All items must be returned clean.
4. The Borrower agrees to accept the library staff's assessment of the returned item's condition, and to take responsibility for damage or lost parts.
5. The Borrower may be charged replacement cost for damages beyond normal wear and tear (or partial cost for missing pieces).
6. The Borrower is solely responsible for the item, and any of its components, checked out on their library card.

I agree to the above stated lending agreement:

Printed Name

Signature

Date

LIABILITY WAIVER (We have to do this legal stuff, and so do you! Please read carefully before signing!)

1. The Borrower has visually inspected the item before borrowing the item from EVPL. If any item is later deemed unsafe or in a state of disrepair, Borrower agrees to immediately discontinue its use, notify EVPL and return the item to EVPL. The Borrower agrees that EVPL is not responsible for any defect whatsoever with respect to any item borrowed from the Library of Things.
2. The Borrower will only use the item in a safe and proper manner and represents that Borrower is capable and experienced in the safe and proper use of the item. The Borrower must keep the item within Borrower's possession at all times, practice child safety rules, as well as user safety rules, at all times.
3. Further, the Borrower agrees that EVPL, its board, director, employees, and volunteers claim no expertise and make no representation respecting the fitness or proper use of any item.
4. EVPL makes no representation or warranty of any kind, express or implied, as to any matter whatsoever respecting the item, including, without limitation the fitness of the item for any particular purpose, its quality, condition, suitability, operation or performance. The borrower accepts the item "as is". EVPL shall not be liable, to any extent whatsoever, with respect to borrower's use of the item or the use of the item by anyone else. EVPL shall not be liable in any way or for any reason with respect to borrower's use of the item.
5. Borrower assumes all risks of any and all damages, of every nature whatsoever, which may be incurred by the borrower or anyone else from the use of the borrowed item. Borrower does hereby waive any and all claims borrower, or borrower's successors or assigns may have against EVPL, its officers, agents, employees and volunteers, arising from any death or injury of any nature during the use of the item. Borrower shall hold EVPL, its officers, agents and employees harmless from any liability or damages for any injury of any nature or death which may occur during the use of the item.

Printed Name

Signature

Date

Staff Name

EVPL Location