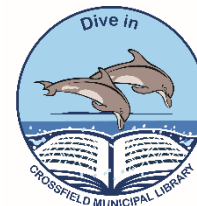


Liability Waiver



TERMS AND CONDITIONS OF THE TOWN OF CROSSFILED LIBRARY BOARD | GARDEN TOOL LENDING LIBRARY

In consideration of the Town of Crossfiled Library Board (CML) loaning you equipment from the Garden Tool Lending Library, you agree to the terms and conditions outlined in this agreement.

1. ELIGIBILITY

Members must be age 18 and over to borrow tools from the CML.

2. PHYSICAL CONDITION OF EQUIPMENT

You acknowledge the equipment is in good working condition except for any defect noted by the CML. You are responsible to return the equipment in the same working condition.

3. TITLE

You agree the CML shall retain all rights to ownership and title to the equipment. You also agree that no ownership or title to the equipment is transferred to you under the agreement and you will do no act nor permit anyone to do no act inconsistent with the CML's ownership and title to the equipment.

4. USE OF EQUIPMENT

You agree that you are satisfied with the instructions given by CML as to the proper and safe manner of using the equipment. You are fully aware of the risks involved and hazards associated with the use of the equipment. You further agree that the equipment be used only for the purpose for which the equipment was manufactured and intended. Subleasing or improper use of the equipment is strictly prohibited.

You are responsible for the use of the borrowed equipment. You assume all risk inherent to the use of the equipment and agree to assume the entire responsibility for the defense of and to pay, indemnify and hold the CML harmless from, and hereby release the CML from any and all claims, liability for damage to property or bodily injury (including death) resulting from the use, condition, operation or possession of the equipment.

You agree that no warranties, express or implied, including merchantability or fitness for a particular purpose, have been made by the CML in connection with the equipment. In no event shall the CML be liable for special, direct, indirect, or consequential damages in connection with this agreement.

5. RESPONSIBILITY FOR EQUIPMENT

You are responsible for the equipment from the time it is borrowed by you until it is returned. Your responsibility includes but is not limited to ensuring the proper oil levels are maintained and proper fuel or fuel oil mix is used, if applicable. If the equipment is lost, stolen or damaged under any circumstances while being borrowed, regardless of fault, you shall be responsible for all charges to replace or repair equipment including any labor costs. If the equipment is not returned clean, a cleaning charge will apply.

6. LOADING AND UNLOADING OF EQUIPMENT

If CML employees help load or unload the equipment, you assume the risk and agree to hold CML harmless from any property damage or personal injuries suffered in connection with loading or unloading the equipment, whether caused by negligence of the CML employees or otherwise.

7. EQUIPMENT FAILURE AND REPAIR

You agree to immediately discontinue the use of equipment should it become unsafe or in any state of disrepair, and you agree to notify the CML of the facts surrounding such occurrences. The CML may in its sole discretion make the equipment operable within a reasonable time, or provide you with a similar piece of equipment, if available. This provision does not relieve you from the obligation imposed by other sections of this agreement. In all events, the CML shall not be responsible for any injury or damage, including consequential damage, resulting from the failure or defect of any borrowed equipment.

8. RETURN OF EQUIPMENT

(a) The equipment is loaned to you subject to this agreement for the period of up to seven (7) days as printed on this agreement. The CML does not offer renewals on loans of equipment and late fees will apply if equipment is kept longer than the agreed upon borrowing period.

(b) If this agreement has not been extended and you fail to return the equipment when due, or you default on your obligation hereunder, the CML may take such steps as permitted by law to:

- (i) retake the equipment at any time to protect its ownership of the equipment and its interest under this agreement; and/or
- (ii) secure the reasonable value of the equipment based on the condition of the equipment at the beginning of the borrowing period. In such event, you shall reimburse the CML for all costs incurred, including without limitation, reasonable legal fees;

(c) Notwithstanding any retaking of equipment by the CML and/or payment of the reasonable value of the equipment as described above, you shall be responsible for amounts due and unpaid by you to the CML under this agreement, including the amount incurred by the CML arising as a result of or in connection with the retaking of equipment as provided for in this clause. In addition, you acknowledge that the failure to return equipment within the contracted time and the sale or concealment of the equipment are prohibited and that such action may constitute a crime. In this event, the CML, in addition to any action it may take, may notify authorities or take other action including the filing of criminal complaints subjecting you to possible criminal prosecution. You acknowledge that the CML is entitled to take any or all of the actions specified in 8(a) or 8(b) and you shall have no recourse against the CML.

In signing this Liability Waiver, I acknowledge and represent that I have read and understood the foregoing provisions and hereby sign it voluntarily. I further agree that this Liability Waiver shall bind me, my family, heirs, assigns and personal representatives, as the case may be.

_____	_____	_____
FULL NAME (PRINTED)	SIGNATURE	DATE
_____	_____	
STAFF MEMBER	DATE	