



25 Bryants Lane
Tyngsborough MA 01879

Equipment Liability Waiver

Introduction The Library makes certain items of equipment available for borrowing. Equipment is defined as all items other than books, periodicals, optical media and passes.

Terms Equipment is used at the sole risk of the borrower. The Library makes no representation or warranty as to the fitness for use or condition of equipment items. Borrowers are responsible to read and abide by all manufacturer's recommendations, warnings, and instructions for use.

Equipment must be returned to the Tyngsborough Public Library circulation desk only, intact, clean, and in working order, along with all accessory items, parts, manuals, packaging and other materials provided when the item was borrowed. In case of damage or loss, including missing parts or packaging, borrowers agree to pay the reasonable repair or replacement cost of the lost or damaged item.

Borrowers must sign a Liability Waiver. Borrowers under the age of 18 must have their parent or guardian sign the Liability Waiver.

Liability Waiver In consideration of my or my child's use of the equipment lent by the Tyngsborough Public Library, I hereby voluntarily release, discharge, waive and hold harmless, on behalf of myself, my heirs, executors, administrators, and assigns, the Tyngsborough Public Library, and its employees, officers, agents and assigns, the Board of Library Trustees, and the Town of Tyngsborough and its employees, officers, agents and assigns, from any loss, damage or injury to persons or property, any claim in tort, or any other claim, regardless of legal theory, arising from the use of the equipment, whether arising through the Library's actions, omissions, negligence or imposed by law. I hereby assume the risk for said equipment. In no event shall the Library be liable to me for direct, indirect, consequential or special damages, including without limitation, physical loss, lost use, revenue or profits.

I agree to indemnify and hold the Library and its employees, officers, and agents, harmless from and against all liabilities, claims, actions, proceedings, damages, losses, costs and expenses, including attorneys' fees, for all injuries or death or any person, or damage to any property occurring or arising from or connected with, directly or indirectly, my possession, use and return of the equipment.

No warranties, expressed or implied, including without limitation suitability, durability, fitness for a particular purpose, condition, or quality have been made by the Library, directly or indirectly in connection with the equipment. I am borrowing the equipment "as is". I acknowledge that I have examined the equipment and that its condition is acceptable. I agree to keep and maintain the

equipment in good condition, use it in a careful and proper manner, and to comply with all manufacturer recommendations, applicable laws and regulations.

I understand that the Library does not provide supervision or instruction for use of the equipment.

I understand and acknowledge that use of the equipment may involve risk of serious injury, including permanent disability and death. I agree to refrain from using the equipment in a manner inconsistent with its intended design and purpose.

I have read this Liability Waiver, and have signed it voluntarily. I understand that I am giving up substantial rights by signing it.

I have carefully read this entire document, and my signature below indicates my agreement with the above statements. I understand its contents and am aware that this is a release of liability and a contract between myself and the Tyngsborough Public Library.

Signature: _____ Date: _____

Name: _____ Phone: _____

_____ (Print)

Address: _____

Description of equipment to be borrowed:

Tyngsborough Public Library *Library of Things* item

Library employee signature: _____ Date: _____

One copy to borrower. One copy to be retained by the Library.

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