

Library of Things, Garden Tools and Outdoor Gear Library

Terms of Use and Release of Liability

I, _____ undersigned acknowledge that:

I am least 18 years of age and am borrowing the Items for the use of myself and my immediate household. I confirm that I have read and will abide by the Keene Public Library "Library of Things, Garden Tools and Outdoor Library Gear Collections Policy".

Library staff are available to assist in explaining the basic operation of an Item but will not provide me with supervision or complete instructions. I am responsible for reading or viewing and following the instructions for proper use and care of Items. By taking possession of Items, I certify that I am capable of safely using them in compliance with all applicable laws and regulations.

I acknowledge that use of the Items may involve risk of property damage and serious injury, including permanent disability and death. I will refrain from using any Item in a manner inconsistent with its intended design and purpose. **I hereby RELEASE and agree to INDEMNIFY, HOLD HARMLESS AND, if requested by Keene Public Library, DEFEND Keene Public Library, its directors, trustees, officers, employees, agents, volunteers and equipment suppliers associated with the use of the Item(s) (collectively, the "Releases"), from and against any and all claims, liabilities, damages, losses, costs and expenses (including reasonable attorney fees) arising out of or resulting from, directly or indirectly, my or my party's, including any minor children, use of the Item(s) including without limitation, those arising out of or resulting from personal injury (including without limitation disability or death) and property damage (collectively, "Claims and Liabilities"), regardless of the cause, INCLUDING ANY AND ALL CLAIMS AND LIABILITIES WHICH ARISE OUT OF OR RESULT FROM ANY ACTION OR OMISSION, INCLUDING NEGLIGENCE, on the part of any of the Releases.** I am responsible for immediately discontinuing use of an Item if the Item becomes unsafe or in a state of disrepair and notifying Keene Public Library of the issue on return, if not earlier. I understand and agree that this Release shall apply to this and to all future loans of Items to me from Keene Public Library.

I will return the Items on time, clean and in the same condition as they were issued, barring normal wear and tear. I will return the Items directly to a Circulation Staff member during Keene Public Library's open hours by its due date and allow time for me to remain with the Items for a preliminary review in the presence of staff to confirm that the Items are complete and undamaged. I understand that Staff will test/assemble the Item within 48 business hours to confirm that it is functional. If the Item is not functional, I am solely responsible for the Items and will be billed for reasonable repair or replacement costs associated with the damage.

I am responsible for a late fee of \$5 per day per Item for every day the Library is open until the Item is returned. I will be barred from borrowing other Items if I have \$10 or more in late or damage fees until my account is paid in full. The replacement fee of Items will be made available at my request before borrowing. I agree to accept the Library's assessment of condition of Items and to further agree to the Library's assessment of fair restitution for damage, dirtiness, delinquency, theft and/or loss of Items in part or in total.

I will not hold the Keene Public Library responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed Items. No warranties, expressed or implied, including without limitation, suitability, durability, fitness for a particular purpose, condition, or quality have been made by the Keene Public Library, directly or indirectly in connection with the Items. **I acknowledge that I am responsible for examining all Item(s) upon borrowing them to determine that the condition is acceptable and that I must notify KPL of any issues on return, if not earlier.**

Signature Date Email

Phone Address

KPL card # _____ ID type & # _____