



Equipment Borrowing Policy and Liability Waiver
4/18/2018

Introduction

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

Policy

Equipment may be borrowed subject to the conditions set forth in the Borrowing Policy. In addition, the terms of the Equipment Borrowing Policy and Liability Waiver shall also apply.

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 Norfolk 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. Equipment returned inoperable, unclean, or missing parts or packaging, will be assessed fees as set forth in the Borrowing Policy. In case of damage or loss, borrowers agree to pay the reasonable repair or replacement cost of the 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 Norfolk Public Library through its Equipment Borrowing Program, I hereby voluntarily release, discharge, waive and hold harmless, on behalf of myself, my heirs, executors, administrators, and assigns, the Norfolk Public Library, and its employees, officers, agents and assigns, the Board of Library Trustees, and the Town of Norfolk and its employees, officers, agents and assigns, from any loss, damage or injury to persons or property arising from the equipment, whether arising through the Library’s negligence or imposed by law. In no event shall the Library be liable to me for indirect, consequential or special damages, including without limitation, 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 attorney’s 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 read this entire document, and my signature below indicates my agreement with the above statements.

Signature: _____ Date: _____

Description of equipment to be borrowed:

Library employee signature: _____ Date: _____

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