

# **Stuffbrary Liability Waiver**

**Must be 18+**

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.

Due date of item(s): \_\_\_\_\_

Patron Signature \_\_\_\_\_ Date: \_\_\_\_\_

Phone #: \_\_\_\_\_

Printed name: \_\_\_\_\_

Equipment to be borrowed:

\_\_\_\_\_

Library employee signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

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