



COUNTY OF SAN LUIS OBISPO PUBLIC LIBRARY

TOOL LENDING LIBRARY LIABILITY WAIVER AND INDEMNIFICATION FORM

I, _____ (print name), make the following covenants, statements, and representations:

- (1) The tools in the County of San Luis Obispo Public Library Tool Lending Library collection are for the exclusive use by the County of San Luis Obispo Public Library cardholder who borrowed the tool. I will not allow any other person to use the tool that I am borrowing.
- (2) I am experienced in the use of any tool that I borrow, and I am physically capable to use the tools safely and in a proper manner.
- (3) I have inspected each borrowed tool and accepted its condition and advised County of San Luis Obispo Public Library staff of any damage, and or defects. I will not use a borrowed tool, or will discontinue the use of a borrowed tool, if I become aware of any damage or defects. Further, I will return any borrowed tool and disclose any damage or defects that I become aware of during my use.
- (4) I will use the tool for its intended purpose.
- (5) I understand that eye and hearing protection should be worn while operating power tools.
- (6) I will take reasonable care when using borrowed tools and return the tool(s) in like condition.
- (7) County of San Luis Obispo Public Library, its officials, officers, directors, agents, members, representatives, volunteers, and employees claim no expertise and make no representation concerning the fitness of any tool for any particular use.
- (8) I do hereby myself, on behalf of my successors and assigns, in consideration of being permitted to borrow tools, waive any and all claims against the County of San Luis Obispo, its officials, officers, directors, agents, members, representatives, volunteers, and employees for any injury or injuries of any nature that I may suffer or incur in the use of the tools, including damaging to real or personal property, or the negligent or reckless storage of tools during the borrowing period.
- (9) I hereby for myself on behalf of my successors and assigns, in consideration of being permitted to borrow tools, agree to release and indemnify and hold harmless the County of San Luis Obispo, its officials, officers, directors, agents, members, representatives, volunteers, and employees from any and all liability, loss, claims, and demands, actions or causes of action for the death or injury to any persons and for any property damage suffered or incurred by any person which arises or may arise or be occasioned in any way from the use of tools that I am borrowing from the County of San Luis Obispo Public Library, and agree to pay all expenses related thereto (including reasonable attorney's fees and costs) that the County of San Luis Obispo may incur for the undersigned's use of the borrowed tools.
- (10) I further state that I have read and fully understand the rules and regulations of County of San Luis Obispo Public Library, and I understand that failure to comply with any of these rules may result in revocation of my borrowing privileges and /or legal action against me.

(11) I have read and signed the waiver and indemnification form relinquishing any and all claims against the County of San Luis Obispo, its officials, officers, directors, agents, members, representatives, volunteers, and employees.

I HEREBY CERTIFY THAT I AM EIGHTEEN (18) YEARS OR OLDER; I HAVE READ THIS AGREEMENT, WAIVE, AND RELEASE, AND I UNDERSTAND ITS CONTENT.

Full Printed Name: _____

Signature: _____

Date: _____

E-Mail Address: _____

Phone _____

STAFF USE ONLY

Borrower's library card number _____

Tool(s) borrowed _____

Staff member _____ Date _____