

Last Name: _____



LIBRARY OF THINGS LENDING GUIDELINES AND AGREEMENT

Guidelines for Borrowing and Use

- A valid, adult Klamath County Library card with no outstanding fines above \$10.00 is required to borrow a Thing. Equipment cannot be checked out with a Limited Service or New Patron account.
- A valid government issued ID with picture and current address must be presented.
- Borrowers must be 18 years old or older.
- Borrowers must read, understand, and sign this Agreement before they check out a Thing.
- The Library is not responsible for any loss of data that may occur due to malfunctioning hardware or software.
- The Library is not responsible for any costs incurred while borrowers use the equipment or after it is returned.
- The Library assumes no responsibility for any damage to Library User's personal devices or equipment.
- Tampering with library equipment or attempting to access or modify the system is prohibited.

Liability

- The borrower is solely responsible for the Thing and will be billed for reasonable repair or replacement costs associated with damage or loss of Things and/or peripherals due to neglect or abuse.
- The responsibility to protect against loss is the borrower's.

Proper Care and Use

- As with any Thing, use care when handling.
- Return the Thing with all parts and components.
- Devices should be reset to the factory settings before returning to the library.

THING LENDING AGREEMENT

I agree:

- To abide by Klamath County Library's Library of Things Lending guidelines as stated above.
- To pay an overdue fine if the Thing is returned late.
- To pay full repair and/or replacement costs should the Thing or components of the Thing be stolen, lost, not returned by the due date or damaged.

In consideration of being permitted to borrow the Thing, I hereby voluntarily waive, release, and discharge and covenant not to sue the Klamath County Library Service District ("Library"), its respective successors, assigns, officers, agents, employees, and volunteer (hereafter referred to as "Releasees") from any and all claims, actions or demands of any kind, nature and description, including

claims or actions for damages for death, personal injury, or property damage and from any and all liabilities, damage, injuries, action or causes of action either at law or in equity, whether caused by any defect in the Thing, negligent act or omission of the Releasees, or otherwise arising out of or in any way related to or connected with my borrowing the Thing.

Violation of this agreement will result in the loss of the Library of Things borrowing privileges for one year from the time of the infraction.

I have read the entire document and my signature below indicates my agreement with the above statements.

Print Name

Signature

Date



LIBRARY OF THINGS SUPPLEMENTAL WAIVER

Informed Consent Form for Equipment

In consideration of my use of the equipment lent out by the Klamath County Library Service District through its Library of Things program ("Equipment"), I hereby voluntarily release, discharge, waive, and hold harmless, on behalf of myself, my heirs, executors, administrators, and assigns, the Klamath County Library Service District ("Library") and its employees, officers, and agents, 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 attorneys' fees, for all injuries or death of 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 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 surrender the Equipment to the Library in as good order and condition as when received, except for reasonable wear and tear resulting from proper use, and if returned unclean, I may be charged a reasonable cleaning fee. I agree to keep and maintain the Equipment in good condition, use it in a careful and proper manner and comply with all applicable laws and regulations.

I understand that the Library does not provide supervision or instruction for the use of the Equipment. I understand and acknowledge that the use of the Equipment involves risk of serious injury, including permanent disability and death. I agree to refrain from using any Equipment in a manner inconsistent with its intended design and purpose.

I have read this Liability Waiver and Informed Consent Form and sign it voluntarily. I understand that I am giving up substantial rights by signing it.

Print Name

Signature

Date