



## Library of Things: Assumption of Risk, Waiver of Liability and Indemnification Agreement

**READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.** *This document has legal consequences and will affect your legal rights and will eliminate your ability to bring future legal action.*

**Parties:** "Released Parties" include Putnam County Public Library (the "Library"), the Board of Trustees of the Library, licensees, officers, directors, partners, board members, supervisors, employees, contractors, insurers, agents, volunteers, equipment suppliers and representatives of the Library, all event sponsors and advertisers.

"Releasing Parties" include: the user and participant in the "Library of Things" program as well as participant or user's spouse, children and other immediate family members, guardians, heirs, next of kin and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on participant or user's behalf. ,

**Assumption of Risk:** Participation in the "Library of Things" program (the "Program") and use of the equipment lent out by Library, through its Program ("Equipment"), may be a hazardous activity. I acknowledge that the use of the Equipment and participation in the Program carries an inherent risk of physical injury. Inherent risks are risks that cannot be eliminated completely regardless of the care and precautions taken by the Library. 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 some Equipment may involve the inherent risk of injury.. I further understand and acknowledge that use of the Equipment may cause injuries that may be categorized as minor, serious or catastrophic. Minor injuries are common with the use of the Equipment and include, but are not limited to, scrapes, cuts, burns, shock and bruises. Serious injuries are less common, but sometimes occur. They include but are not limited to, property loss or damage, broken bones, torn ligaments, concussions and infections. Catastrophic injuries are rare; however, participants in the Program and users of the Equipment acknowledge and understand the possibility that such an injury could occur with use of the Equipment. These injuries include, but are not limited to, permanent disabilities, paralysis, dismemberment and death. I agree to refrain from using any Equipment in a manner inconsistent with its intended design and purpose.

I understand fully the inherent risks involved in participating in the Program and the use of the Equipment, whether known or unknown and assert that I am willingly and voluntarily participating in the Program to use the Equipment. I have read the preceding paragraph and acknowledge that I may be injured by using the Equipment. I hereby assert that I knowingly assume all of the inherent risks of the Program and the use of the Equipment and take full responsibility for any and all damages, liabilities, losses or expenses that I incur as a result of participating in the Program and using the Equipment.

**Release and Waiver of Liability:** In consideration of being permitted to participate in the Program and use the Equipment, I (on behalf of the Releasing Parties) hereby forever waive, release, covenant not to sue and discharge the Released Parties from any and all liability and waive any and all claims for injury, loss, damage, or expense, including attorneys' fees in any way connected with my involvement in the Program or use of the Equipment ("Claim"). **This Release applies even if the claim is alleged to have been caused in whole or in part by the negligence or other misconduct of any of the Released Parties.**

hat presents a serious physicalvertisersIn consideration of my use of the equipment lent out by Putnam County Public Library, 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 Putnam County Public Library and its Board of "Trustees" and staff, the County of Putnam and its employees, officers, and agents (collectively, the "Released Parties") from any loss, damage, injury, or expense (including attorneys fees) to persons or property arising from the Equipment, **whether arising through any released party's negligence or imposed by law**. In no event shall those Released Parties be liable to me for indirect, consequential or special damages, including without limitation lost use, revenue or profits.

**Indemnification Agreement:** I agree to indemnify, defend and hold harmless the Released Parties from any and all claims made by me (or any Releasing Party) arising from injury or loss due to my participation in the Program and use of the Equipment. I further agree to hold harmless, defend and indemnify the Released Parties against any and all claims of others whom I let use such Equipment and others whom my conduct in the course of my use of the Equipment may impact.

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 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 or damaged, I may be charged a reasonable 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.**

**Venue and Jurisdiction; Governing Law.** I agree that the appropriate state or federal trial court for any legal action arising from this Agreement will be Putnam County, Indiana. This Waiver and all proceedings shall be governed by and interpreted under the laws of the State of Indiana.

**Severability.** I understand and agree that this Agreement is intended to be as broad and inclusive as is permitted by law and that if any provision shall be found to be unlawful, void or for any reason unenforceable, that provision shall be severed from this Agreement without affecting the validity and enforceability of any remaining provisions.

**I HAVE READ THIS ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I FURTHER ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

Print Name: \_\_\_\_\_ Library Card Number: \_\_\_\_\_

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