

## Library of Things Borrowing Policy and Liability Waiver

## **Borrowing Policy**

- 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 the items. Borrowers are responsible for reading and abiding by all manufacturer's
  recommendations, warnings, and instructions for use.
- Equipment must be returned to the Lincoln Library Circulation Desk **only**. Items may NOT be left in drop boxes.
- Items must be returned intact, clean, in working order, and complete (including all accessories, parts, manuals, and packaging provided when borrowed).
- As with all library materials, borrowers are responsible for the care of the item and any supplemental materials.
- If any of the Library's property is lost or damaged, borrowers agree to provide the cost of a repair or replacement.
- Patrons may request information on the replacement cost of items before checkout.
- Some items are only available for checkout by patrons 16 years or older due to safety concerns.
- A valid library card with outstanding fees of no more than \$10 and no lost or billed items is required for checkout.
- The Library reserves the right to limit future Library of Things circulation to patrons due to previous misuse or damage of Lincoln Library property and/or violation of the Library of Things Borrowing Policy.
- All borrowers must sign a liability waiver.



## **Liability Waiver**

In consideration of my or my designee's use of the equipment lent by Lincoln Library, I hereby voluntarily release, discharge, waive, and hold harmless Lincoln Library and its employees, the Board of Trustees, and the city of Springfield and its employees from any loss, damage, or injury to persons or property arising from the equipment. In no event shall the Library be liable to me for indirect or consequential damages.

I agree to indemnify and hold the Library and its employees harmless from and against any liabilities, claims, actions, proceedings, damages, losses, costs, and expenses, including attorney's fees, for all injuries or death of any person, or damage to any property occurring or connected with, directly or indirectly, my possession, use, and return of 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 appropriate manner, and to comply with all manufacturer recommendations.

I understand that the Library does not provide supervision or instruction for use of the equipment. I understand and acknowledge that the use of the equipment may involve a risk of serious injury. I agree to refrain from using the equipment in a manner inconsistent with its intended purpose.

*Printed Name:	
*Lincoln Library Card Number:	-
Email address:	
*Telephone Number:	
I have read the above Liability Waiver and my signature below denotes m agreement with the Lincoln Library – Library of Things Liability Waiver and B	
Date:	
Signature	