Statement of Waiver and Indemnification

WHEREAS, Borrower wishes to borrow and Fitchburg Public Library (FPL) is willing to lend certain Tools in accordance with the terms of this Agreement, and

WHEREAS, the City of Fitchburg (hereafter, the “City”) desires to engage in tool lending activities, and

NOW THEREFORE, with respect to all Tools today or hereafter lent by FPL to Borrower, Borrower hereby agrees as follows:

WHEREAS there is no representation or NO WARRANTY THAT TOOLS ARE FIT FOR ANY PARTICULAR PURPOSE for any person to use as to the safety, condition, or suitability for any particular use,

1. Borrower represents and agrees that he/she is capable and experienced in using all Tools and that all Tools will be used for their normal purpose and in a proper manner and that eye protection will be worn at all times Tools are in use. No Tools will be borrowed with respect to the use of which the Borrower is not capable and experienced.

2. In consideration of being permitted to borrow the Tools, Borrower does hereby waive any and all claims and causes of action against the Fitchburg Public Library, the City and their officers, agents, volunteers and employees, and does hereby release the Library, the City and all such persons from any such claims and causes of action, whether arising in contract or in tort (including for negligence) or under any statute or other law or administrative regulation, for any injury or loss of any nature that Borrower may suffer or incur in the use of the Tools borrowed from the Fitchburg Public Library or otherwise in connection with this Agreement, and Borrower does hereby release all such parties from any such claims and causes of action.

3. In consideration of being permitted to borrow Tools, Borrower agrees to indemnify and hold harmless the Fitchburg Public Library, the City and their officers, agents, volunteers and employees from and against any and all liability, loss, claims, demands, actions and causes of action, whether arising in contract or in tort (including negligence) or under any statute or other law or administrative regulation, for the death or injury to any persons and for any property damage or loss suffered or incurred by any person which arises or may be alleged to arise from or be occasioned in any way by the use of the Tools or otherwise arising under this Agreement.

4. The Tools Borrowing Rules and Procedures of the Fitchburg Public Library are attached to and hereby incorporated into this Agreement. Borrower represents and agrees that he/she has read and fully understands those Rules and Procedures and that failure to comply with any of the Rules and Procedures may result in revocation of borrowing privileges.

BORROWER STATES AND AGREES THAT HE/SHE HAS READ AND SIGNED THIS AGREEMENT, INCLUDING THE WAIVER, RELEASE AND INDEMNIFICATION RELINQUISHING ANY AND ALL CLAIMS AGAINST THE FPL, THE CITY AND THEIR EMPLOYEES AND OTHER PERSONNEL AND INDEMNIFYING THEM AGAINST THE CLAIMS OF OTHERS, INTENDING TO BE BOUND BY ALL THE TERMS HEREOF.

_________________________________________  _______________________
Signature of Borrower                               Date

______ ______________________________________
Signed on behalf of Fitchburg Public Library

Attachment: Tools Borrowing Rules and Procedures of the Fitchburg Public Library
Fitchburg Public Library Tools Borrowing Rules and Procedures

1. In order to borrow Tools from the Fitchburg Public Library (FPL), a Borrower must be a Fitchburg resident aged 18 or over.

2. Prior to borrowing Tools, all Borrowers must (a) have a C/W Mars library card in good standing with their home address confirmed; and (b) sign the Waiver Form.

3. Library staff is available to assist in explaining operation of tool, however, by taking possession of any item, the Borrower is certifying that he or she is capable of using that item in a safe and proper manner.

4. Only the Borrower is authorized to use Library Tools borrowed. The Borrower shall not permit the use of items checked out to him/her by any other person.

5. Tools circulate for a seven-day lending period.

6. All Tools borrowed are to be returned to the Public Library’s circulation desk by close of business on their due date. Tools may only be returned during the Library’s open hours.

7. If a tool is returned late, the Borrower will be responsible for a late fee of $5 per day for every day the Library is open until the tool is returned. Late fees are capped at the full replacement cost of the tool. Borrowers must have a fine balance of less than $10 to maintain borrowing privileges.

8. A Borrower may have up to six Tools checked out at a time.

9. The Borrower agrees that the Library is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed Tools.

10. The Borrower agrees that if any borrowed tool becomes unsafe or in a state of disrepair, he or she must immediately discontinue use of the tool and notify the Library of the issue on return, if not earlier.

11. All Tools are to be returned in the same condition as they were issued, barring normal wear and tear. All Tools must be returned clean. The Borrower agrees to pay for the loss of or damage to any item and further agrees to accept the Library’s assessment of condition of items and to further agree to the Library’s assessment of fair restitution for damage, dirtiness, delinquency, and/or loss of items in part or in total. This restitution amount could equal the full replacement cost of the item plus a $5 administrative fee.

12. The Library reserves the right to refuse the loan of any item at its discretion.