



GADGET COLLECTION LENDING AGREEMENT AND LIABILITY WAIVER
CARMEL CLAY PUBLIC LIBRARY

LENDING AGREEMENT

- 1. The Borrower has a current library card in good standing registered at CCPL.
- 2. The Borrower is 18 years of age or older and has read, understands, and signs this agreement in the presence of a library staff member as a condition to borrowing from the Gadget Collection.
- 3. All items must be returned in the same condition in which they were issued, excepting normal wear and tear. Heavy items must be loaded, transported, and returned by the Borrower. All items must be returned clean.
- 4. The Borrower agrees to accept the library staff's assessment of the returned item's condition and to take responsibility for damage or lost parts.
- 5. The Borrower may be charged replacement cost for damages beyond normal wear and tear (or partial cost for missing pieces). The replacement cost for this item is \$425.00.
- 6. The Borrower is solely responsible for the item and any of its components checked out on their library card.

LIABILITY WAIVER

- 1. The Borrower will visually inspect the item upon first-time use after checkout. If any item is at any point deemed unsafe or in a state of disrepair, the Borrower agrees to immediately discontinue its use, notify CCPL, and return the item to CCPL. The Borrower agrees that CCPL is not responsible for any defect whatsoever with respect to any item borrowed from the Gadget Collection.
- 2. The Borrower will only use the item in a safe and proper manner and represents that the Borrower is capable and experienced in the safe and proper use of the item. The Borrower must keep the item within the Borrower's possession and practice child safety rules and user safety rules.
- 3. Further, the Borrower agrees that CCPL, its Board, Director, employees, and volunteers claim no expertise and make no representation respecting the fitness or proper use of any item.
- 4. CCPL makes no representation or warranty of any kind, express or implied, as to any matter whatsoever respecting the item, including, without limitation the fitness of the item for any particular purpose, its quality, condition, suitability, operation, or performance. The Borrower accepts the item "as is." CCPL shall not be liable, to any extent whatsoever, with respect to the Borrower's use of the item or the use of the item by anyone else. CCPL shall not be liable in any way or for any reason with respect to the Borrower's use of the item.
- 5. The Borrower assumes all risks of any and all damages, of every nature whatsoever, which may be incurred by the borrower or anyone else from the use of the borrowed item. The Borrower does hereby waive any and all claims the Borrower or Borrower's successors or assigns may have against CCPL, its officers, agents, employees, and volunteers arising from any death or injury of any nature during the use of the item. Borrower shall hold CCPL, its officers, agents, and employees harmless from any liability or damages for any injury of any nature or death which may occur during the use of the item.

I have read, understand, and agree to the above stated Lending Agreement and Liability Waiver.

Patron's Signature

Date

Patron's Name (Please print legibly.)