

LIBRARY OF THINGS LENDING GUIDELINES AND AGREEMENT

Guidelines for Borrowing and Use

- Items lent out by the Spokane County Library District (District) through its Library of Things Program (the “Things”) may only be checked out from the Service Desk.
- A valid, in-district, or paid, non-resident District Library card with current address and no outstanding fines above \$25.00 is required to borrow a Thing.
- A valid government issued ID with picture and current address must be presented. If the address on ID and account do not match, you will be asked to validate your account by bringing proof of current address.
- Borrowers must be 18 years old or older.
- Borrowers must read, understand, and sign this Agreement before they check out a Thing.
- A list of the replacement costs for components of the Thing or the Thing itself is maintained by the District and is available upon request. The responsibility to protect against loss is the borrowers.
- The District is not responsible for any damage or the loss of any data resulting from the use or misuse of the Thing.
- **WARNING:** The borrower will be billed for reasonable repair or replacement costs associated with damage or loss of items and/or peripherals due to neglect or abuse.

Care and Use

- Use care when handling and follow any included instructions.
- Return the Thing with all parts and components.

Liability

- The borrower is solely responsible for the proper use and care of the Thing.

LIBRARY OF THINGS LENDING AGREEMENT

I agree:

- To abide by Spokane County Library District’s Library of Things Lending guidelines as stated above.
- To pay any overdue fine as applicable if the borrowed item (“Thing”) is returned late.
- To pay full repair and/or replacement costs should the Thing or components of the Thing are stolen, lost, not returned, or damaged.

In consideration of being permitted to borrow the Thing, I hereby voluntarily waive, release, and discharge and covenant not to sue the Spokane County Library District (“District”), 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.

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

Print Name

Signature

Date

LIBRARY OF THINGS RESPONSIBILITY ACKNOWLEDGEMENT AND WAIVER OF CLAIMS

In consideration for my use of the item (“Thing”) borrowed from the Spokane County Library District (“District”) through its Library of Things program, **I acknowledge I am solely responsible for any loss, damage, or harm relating to my possession or use of the Thing. I agree to return the Thing to the District 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 Thing in good condition, use it in a careful and proper manner and comply with all applicable laws and regulations.**

Furthermore, I hereby voluntarily release, discharge, waive, and hold harmless, on behalf of myself, my heirs, executors, administrators, and assigns, the District, its employees, officers, board members, and agents, from any loss, damage, or injury to persons or property arising from the Thing, whether arising through the Library’s negligence or imposed by law. In no event shall the District, its employees, officers, board members, and agents, 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 District and its employees, officers, board members, 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 Thing.

The District makes no warranties, expressed or implied, including without limitation: suitability, durability, fitness for a particular purpose, or condition, in connection with the Thing. I am borrowing the Thing “as is.” I acknowledge that I have examined the Thing and that its condition is acceptable.

I understand that the District does not provide supervision or instruction for the use of the Thing. I acknowledge that I am responsible for acquainting myself with the proper use of the Thing. I further acknowledge that the use of the Thing may involve risk of serious injury, including permanent disability and death. I agree to refrain from using any Thing in a manner inconsistent with its intended design and purpose.

I have read this Responsibility Acknowledgement and Waiver of Claims and sign it voluntarily. I understand that I am giving up substantial rights by signing it.

Print Name

Date

Signature