

STAFF USE ONLY:

Library card: \_\_\_\_\_

## **LIBRARY OF THINGS RESPONSIBILITY ACKNOWLEDGEMENT AND WAIVER OF CLAIMS**

In consideration for my use of the item ("Thing") borrowed from the Walla Walla County Rural 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.

### **NO WARRANTY AND BORROWER'S ACCEPTANCE OF CONDITION**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Minor's Name

\_\_\_\_\_  
Signature of Parent or Guardian (if Borrower under 18)

\_\_\_\_\_  
Date