



## Library of Things Loan Agreement and Waiver

### TERMS & CONDITIONS

The Highland Public Library maintains a collection of non-traditional library items available for patrons to check out with their library card. To check out an item from our “Library of Things,” patrons of our library must review and sign this Agreement and Waiver.

#### **Library of Things Loan Procedure:**

- You may check out a Thing for 3 weeks. All Things must be picked up and dropped off at The Highland Public Library.
- Patron and Staff member will verify the Thing is in working order and all parts are present at time of check out.
- Patron will sign this Library of Things Agreement and Waiver.
- You must be 18 years old to borrow a Thing or have a parent/guardian sign for you

#### **Library of Things Return Procedure:**

- Patrons will return the Thing inside the Highland Public Library only.
- Please do not return any of our Things in the book drop outside of the Library.
- Upon return, a Staff member will verify that the Thing is in working order and all parts are present at time of check in.

#### **Fines:**

- The Things contained in our Library of Things remain the property of Highland Public Library or, in certain circumstances, a Library partner.
- The borrower is responsible to protect the Thing against damage and loss throughout the loan period.
- A refundable \$25.00 deposit is required for electronic devices.
- The fee for a damaged or lost Thing varies on the Thing borrowed—please ask a staff member at checkout which policy pertains to your Thing.
  - Overdue fees for electronic devices are \$1.00/day. The tablet/e- reader will be checked out for a 3-week period.
  - The fine for returning an electronic device in the book drop or to any other library is \$50.00. Any damage incurred as the result of failed returns will be the responsibility of the borrower.
  - Failure to return any item within one week of due date will cause a block to the borrower’s record prohibiting borrowing of any kind and a replacement fee will be charged.
  - The fee for all other damaged Things is Equal to the Library’s cost to replace the Thing.
  - In the event of a fee or bill, Patron’s library account will be blocked until all assessed replacement costs are paid.
- The Library Director reserves the right to limit or restrict all Library of Things borrowing when it is in the Library’s interest to do so.

**By signing, I certify that I have carefully read and agree to the terms and conditions outlined above.**

Signature: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

### WAIVER AND RELEASE OF LIABILITY

**For All Patrons:**

In consideration of being allowed to participate in any way in the Library of Things lending program run by Highland Public Library, I, the undersigned Releasor, acknowledge, appreciate, and agree that: The risk of injury from use of the Thing may be significant, depending on the Thing borrowed and its intended use. In being permitted to borrow the Thing, I knowingly and freely assume all such risks, both known and unknown, inherent or not, even if arising from the negligence of the Highland Public Library, its respective successors, assignees, officers, agents, employees, or volunteers (hereafter referred to as "Releasees"). To the fullest extent permitted by law, I hereby voluntarily waive, release, and discharge Releasees from any and all claims, actions or demands of any kind, nature and description, including claims or actions for damages for death, permanent injury, personal injury, injury to others, 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 or using the Thing. I assume full responsibility for my borrowing of the Thing and use of the Thing, and I willingly agree to use the Thing as intended and comply with the stated and customary terms and conditions for borrowing a Thing. I will not allow a minor to use the Thing while it is in my possession.

The above stated terms represent a legally binding Release, Waiver, Discharge and Covenant Not to Sue (collectively, "Release"), made voluntarily by me, the undersigned Releasor, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns.

**By signing, I certify that I have carefully read and agree to the terms and conditions of the Waiver and Release outlined above.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_

***ALL MINOR PATRONS MUST ALSO OBTAIN A PARENTAL/GUARDIAN SIGNATURE AS PROVIDED FOR BELOW***

***For Parents/Guardians of Patrons under 18-years of age:***

This is to certify that I, as a parent/guardian with legal responsibility for the above named minor library patron participating in the Library of Things lending program, do consent and agree to his/her/their Release as provided above, and, for myself, the minor patron, and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to the minor patrons' involvement or participation in the Library of Things lending program as provided above, even if arising from the negligence of the Releasees, to the fullest extent permitted by law.

The above stated terms represent a legally binding Release, Waiver, Discharge and Covenant Not to Sue (collectively, "Release"), made voluntarily by me, the undersigned Guardian Releasor, on my own behalf, on behalf of the minor patron for whom I am legally responsible, and on behalf of my heirs, executors, administrators, legal representatives and assigns.

**By signing, I certify that I have carefully read and agree to the terms and conditions of the Waiver and Release outlined above.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Parent/Guardian Name: \_\_\_\_\_