

Waiver and Indemnification Form
The Goodland-Grant Township Public Library

Land of Goods

In consideration of my use of the equipment lent out by the Goodland-Grant Township Public Library through its Land of Goods program ("Equipment"), I hereby voluntarily release, discharge, waive, and hold harmless, on behalf of myself, me heirs, executors, administrators, and assignee's, the Goodland-Grant Township Public Library ("Library") and its employees, officers, and agents, from any loss, damage, or injury to persons or property arising from the Equipment, whether arising through the Library's negligence or imposed by law. In no event shall the Library 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 Library and its employees, officers, 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 Equipment.

No warranties, expressed or implied, including without limitation: suitability, durability, fitness for a particular purpose, condition, or quality have been made by Library, directly or indirectly in connection with the Equipment. I am borrowing the Equipment "as is". I acknowledge that I have examined the Equipment and that its condition is acceptable. I agree to surrender the Equipment to the Library in as good order and condition as when received, except for reasonable wear and tear resulting from proper use. I agree to pay for the cleaning, loss of, damage to any item and further agree to accept the Library's assessment of condition of items. I also agree to the Library's assessment of fair restitution for damage, dirtiness, delinquency, and/or loss of items in part or in total, knowing that the restitution amount could equal the full replacement cost of the item. I agree to keep and maintain the Equipment in good condition, use it in a careful and proper manner and comply with all applicable laws and regulations.

I understand that the Library does not provide supervision or instruction for the use of the Equipment. I understand and acknowledge that the use of the Equipment involves risk of serious injury, including permanent disability and death. I agree to refrain from using any Equipment in a manner inconsistent with its intended design and purpose.

Where applicable, I understand that one or more items I am checking out have a replacement value of \$100 or more.