

Muskoka Lakes Public Library General Liability Waiver

Borrowing Items from the Library of Things Collection

PLEASE READ CAREFULLY BEFORE BORROWING ITEMS FROM THE LIBRARY OF THINGS COLLECTION.

1. Agreement and Acknowledgment

By borrowing an item(s) from the Library of Things collection at **Muskoka Lakes Public Library** (the "Library"), I, the undersigned, acknowledge and agree to the following terms and conditions:

2. Assumption of Risk

I understand that borrowing items from the Library of Things involves inherent risks, including but not limited to personal injury or death, property damage, or loss arising from the use, misuse, or malfunction of the borrowed item(s). I agree to assume all risks associated with borrowing and using the Item(s).

3. Responsibility for Safe Use

I agree to use the borrowed Item(s) in a safe and proper manner, in accordance with any instructions, safety guidelines, or operating manuals if available and/or that may be provided by the Library or the manufacturer. I am solely responsible for ensuring that I have the necessary knowledge and skills to safely operate and use the item(s). If I am unfamiliar with the item(s), or have any concerns (including without limitation the unavailability of operating manuals) I will seek advice from qualified individuals, for guidance before using the borrowed Item(s).

4. Release of Liability

To the fullest extent permitted by law, I hereby release, discharge, and hold harmless the Library, its employees, agents, and volunteers, from any and all claims, actions, damages, or liabilities of any kind, including but not limited to personal injury, property damage, or loss, arising directly or indirectly from my use, handling, or misuse of the borrowed Item(s) and/or from the negligence or gross negligence of the Library in any way related to or arising from the borrowed Item(s).

5. Indemnification

I agree to indemnify, defend, and hold harmless the Library, its employees, agents, and volunteers from any and all claims, demands, actions, damages, and liabilities, including legal fees, arising out of or related to my use of the borrowed Item(s). This includes any damages or injuries caused to third parties, other Library members, or their property as a result of my use of the Item(s).

6. Item Condition and Return

I agree to return the borrowed Item(s) to the Library in the same condition as when it was borrowed, normal wear and tear excepted. I am responsible for inspecting the Item(s) for any defects or damage before borrowing and during my possession of the Borrowed Item(s), and if I discover any issues, I will notify Library staff immediately. If the borrowed Item(s) is lost, stolen, damaged, or

returned late, I agree to pay for any repair, replacement, or late fees as outlined in the Library's Library of Things Policy OP-16.

7. No Warranty or Guarantee

I understand and agree that the Library does not make any warranties or guarantees, express or implied, regarding the condition, fitness for a particular purpose, or safety of the borrowed Item(s).

8. Acknowledgment of Legal Age and Capacity

I affirm that I am at least 18 years of age and have the legal capacity to enter into this Agreement. If I am borrowing an Item(s) on behalf of a minor, I assume full responsibility for the minor's use of the Item(s) and agree to the same terms and conditions set forth in this waiver.

9. Governing Law

This waiver and release shall be governed by and construed in accordance with the laws of the Province of Ontario, without regard to its conflicts of law principles.

10. Severability

If any provision of this waiver is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

11. Consent

By borrowing an Item(s) from the Library, I acknowledge that I have read, understand, and agree to all of the terms and conditions outlined in this liability waiver. I voluntarily agree to assume all risks associated with the borrowing and use of the Library of Things collection and waive any claims against the Library, its staff, and its affiliates.

Signature:

By signing below, I acknowledge that I have read and understood this liability waiver and agree to its terms.

Name (Printed): _____

Library Card Number: _____

Signature: _____

Date: _____