

Guidelines and Waiver

Borrowing Guidelines:

- Users must be 18 years or older and possess a valid Richland Library (the "Library") card with current address and no outstanding fees above \$9.99 to borrow items. Courtesy cards and computer cards do not have Library of Things borrowing privileges.
- To borrow up to 3 items at a time, users must have signed a Library of Things waiver including current phone and email, and present a government issued photo ID at checkout.
- Users agree to comply with the Library's Code of Conduct, Copyright laws, and observe principles of fair use.
- Smoking is prohibited in the same room, vehicle, or area where any library equipment is located.
- The reservation holder must be present to pick up items. Items reserved through the Library of Things may not be checked out to family or friends of the reservation holder.
- Future reservations are dependent on the previous borrower returning the item(s) on time and in good condition.
- The Library reserves the right to cancel or deny a reservation for any reason or no reason, including failure to pick up the item within 24 hours after the reservation start date.
- Data saved to library equipment must be deleted before the equipment is returned to the Library. Access to data cannot be guaranteed once an item has been returned. The Library is not responsible for data cleaning or scrubbing before delivering the equipment to the next user and is not responsible for any loss or damage caused by abandoned data access by third parties.
- Library staff are not available for training. Users are expected to have a working knowledge of the equipment/item being borrowed.
- All items must be returned clean and in good condition to the location they were picked up from.
- Cardholders shall notify the Library if they cannot return their item(s) by its designated due date.
- Late returns under 7 days, incomplete or incorrect returns, cleanliness issues, waiver violations, and/or minor damage will result in suspension from the Library of Things collection upon the third infraction. Broken items, late returns over 7 days, and compound infractions will result in suspension from the Library of Things collection on the second infraction. Late returns over 30 days will result in suspension from the Library of Things collection on the first infraction.
- Suspensions from the Library of Things collection progress as follows: first suspension = 30-days; second suspension = 180-days; third suspension = 1-year; fourth suspension = indefinite.

Safety Guidelines

- Cardholders and all users must read and comply with all safety and user manuals/instructions before operating tools or machines. Manuals can be found under the product listing in the Library of Things catalog and/or inside the item's packaging. Cardholders are responsible for contacting the library if they need assistance locating a product's manual.
- Users must wear appropriate personal protective equipment (PPE) (e.g. goggles) when operating tools or machinery as directed by the product manufacturers.

- While some PPE may be provided with the item at checkout as a courtesy, users are responsible for determining and supplying the necessary PPE to operate the equipment. The Library is not responsible for providing PPE and does not warrant the appropriateness or condition of any PPE that may be provided with the equipment.
- Cardholders and all users must inspect equipment for damage or safety concerns before and after use. Damaged or malfunctioning equipment should not be operated and must be reported to the Library. Library staff will inspect equipment upon return.
- By taking possession of any equipment/item, the Cardholder is warranting and representing to the Library that the Cardholder and other user(s) is knowledgeable about operating the equipment, has the capacity to use the equipment, and will only use the equipment in a safe and proper manner. The Cardholder is responsible for stopping anyone from using the equipment in an unsafe or improper manner.

WAIVER AND RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

- 1) I agree to abide by Richland Library's equipment checkout agreement as stated above.
- 2) I agree to pay full repair and/or replacement costs should the equipment or components be stolen, lost, not returned or damaged.
- 3) I agree to refrain from using any equipment in a manner inconsistent with its intended design and purpose. I agree to read and comply with all safety guidelines recommended by product manufacturers.
- 4) The risk of using tools, especially power or pneumatic tools, or ladders, and similar items is significant, including the potential for injury or death, and while particular protective equipment and personal discipline will reduce the risk, the risk of serious injury does exist.
- 5) In consideration of being permitted to borrow equipment, I KNOWINGLY and FREELY ASSUME ALL SUCH RISKS, known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE of those persons released below and assume full responsibility for the use of the borrowed equipment. The Library is not responsible for loss or damage of any type or nature, arising out of the borrowing, reservation or cancellation or use of any equipment or ancillary equipment by Cardholder or any other user.
- 6) I, for myself, and heirs, HEREBY RELEASE AND HOLD HARMLESS AND AGREE TO DEFEND AND INDEMNIFY the Library, its successors, assigns, officers, agents, employees, and volunteers (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 equipment, any negligent act or omission of any Releasees cancellation of reservations, data loss, damage or transfer, or otherwise in any way arising out of or in any way related to or connected with my borrowing and/or use of the equipment/items or any ancillary materials or equipment by any user.
- 7) I acknowledge that the Library and other Releasees claim no expertise in the use of or fitness of the equipment/item or any ancillary equipment pro for any particular purpose and I am not relying on representations made by them.

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

Printed Name: _____ Library Card: _____

Email: _____ Phone Number: _____

Signature: _____ Date: _____