



TOOL LIBRARY LENDING AGREEMENT, RELEASE AND LIABILITY WAIVER

By borrowing an item from the Franklin Public Library Tool Library (the "Tool"), the undersigned hereby agrees as follows:

- I will abide by the Franklin Public Library (the "Library") Circulation and Replacement Policies.
- I will pay full repair and/or replacement costs should the Tool or components of the Tool be stolen, lost, damaged, or not returned.
- I am capable and experienced in using the Tool I am borrowing, I will use the Tool in the proper manner, and I will only use the Tool in a way for which it is designed and comply with all applicable laws and regulations pertaining to such use.
- I will not allow any other individual to use any Tool I borrow from the Library. I understand that it is solely my responsibility to ensure I am the only individual using the Tool borrowed.

I agree that the Library is not responsible for any injury, loss, or damage that may occur from use of the Tool. In consideration of being permitted to borrow the Tool, on behalf of myself and my heirs, successors and assigns, I hereby voluntarily waive, release, discharge and covenant not to sue the City of Franklin or the Library, their respective successors, assigns, officers, trustees, agents, employees, and volunteers (together hereinafter 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 Tool, negligent act or omission of the Releasees, or otherwise arising out of or in any way related to or connected with my borrowing the Tool. THIS RELEASE INCLUDES A RELEASE FOR ANY AND ALL LOSSES OR INJURY ARISING OUT OF ANY ACT OR OMISSION OR NEGLIGENCE OF THE CITY OF FRANKLIN OR THE LIBRARY, ITS OFFICERS, TRUSTEES, AGENTS, EMPLOYEES, AND VOLUNTEERS CONCERNING OR ARISING OUT OF THE LIBRARY'S OPERATION OF THE TOOL LIBRARY, INCLUDING BUT NOT LIMITED TO ANY DEFECT IN THE TOOL OR ANY MISUSE OF THE TOOL. I am aware that the Library, its directors, officers, trustees, agents, and employees claim no expertise and make no representation concerning the use or fitness of any Tool. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the Library may be entitled to under applicable law. The Library reserves the right to refuse the loan of any Tool at its sole discretion. No warranties, expressed or implied, including without limitation: suitability, durability, fitness for a particular purpose, condition, or quality have been made by the Library, directly or indirectly in connection with the Tool and I am borrowing the Tool "as is." I acknowledge that I have examined the Tool and that its condition is acceptable. I agree to surrender the Tool to the Library 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 Tool in good condition and, if the Tool becomes unsafe or in a state of disrepair, I will immediately discontinue use of the Tool and notify the Library of the issue. I understand that the Library does not provide supervision or instruction for the use of the Tool. I understand and acknowledge that the use of the Tool involves risk of serious injury, which may include permanent disability and death. I assume all responsibility for the Tool loaned to me from the Library. I have read this Agreement, Release and Liability Waiver and sign it voluntarily. I understand that I am giving up substantial rights by signing it. I understand that the Liability Waiver is not for any specified term and does not expire. I have read this entire document and my signature below indicates my acknowledgment and agreement with the above statements.

Signature: _____ Date: _____

Printed name: _____

Staff Name: _____ Staff signature: _____