

Pine River Public Library District

SPECIAL ITEM LENDING AGREEMENT, RELEASE, AND LIABILITY WAIVER

By borrowing an item from the collection, the undersigned hereby agrees as follows:

- I will abide by the Pine River Public Library District's/Pine River Library's ("Library") Guidelines for Borrowing and Use.
- I will pay full repair and/or replacement costs should the item or components of the item be stolen, lost, damaged, or not returned.
- I am capable and experienced in using the item I am borrowing, I will use the item in the proper manner, and I will only use the item 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 item I borrow from the Library. I understand that it is solely my responsibility to ensure I am the only individual using the item borrowed. I assume full and complete responsibility for all use of this item.

I AGREE THAT THE LIBRARY IS NOT RESPONSIBLE FOR ANY INJURY, LOSS, OR DAMAGE THAT MAY OCCUR FROM USE OF THE ITEM.

I understand that the Library does not provide supervision or instruction for the use of the item. I UNDERSTAND AND ACKNOWLEDGE THAT THE USE OF THE ITEM MAY INVOLVE RISK OF SERIOUS INJURY, WHICH MAY INCLUDE PERMANENT DISABILITY AND DEATH. I ASSUME ALL RISKS AND RESPONSIBILITY FOR THE ITEM LOANED TO ME FROM THE LIBRARY.

In consideration of being permitted to borrow the item, on behalf of myself and my heirs, successors and assigns, I HEREBY VOLUNTARILY WAIVE, RELEASE, AND DISCHARGE PINE RIVER PUBLIC LIBRARY DISTRICT/PINE RIVER LIBRARY, THEIR SUCCESSORS, ASSIGNS, DIRECTORS, OFFICERS, 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 ITEM, NEGLIGENT ACT OR OMISSION OF THE RELEASEES, OR OTHERWISE ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH MY BORROWING THE ITEM.

On behalf of myself and my heirs, successors and assigns, I HEREBY FURTHER COVENANT NOT TO SUE ANY OF THE RELEASEES BASED ON ANY CLAIM RELEASED BY THIS AGREEMENT and I AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE RELEASEES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION (INCLUDING WITHOUT LIMITATION ATTORNEY'S FEES AND COSTS) ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH MY BORROWING THE ITEM, INCLUDING SUCH CLAIMS AS MAY RESULT FROM THE NEGLIGENCE OF THE RELEASEES.

THIS RELEASE INCLUDES A RELEASE FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OR NEGLIGENCE OF THE RELEASEES, INCLUDING BUT NOT LIMITED TO ANY DEFECT IN THE ITEM OR ANY MISUSE OF THE ITEM.

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Nothing contained herein shall be construed as a waiver of the monetary limitations or any other rights, immunities, defenses and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available under applicable law to the District, its board, officers, agents, volunteers, or employees.

The Library reserves the right to refuse the loan of any item at its sole discretion.

I am aware that the Library, its directors, officers, agents, employees and volunteers claim no expertise and make no representation concerning the use or fitness of any item in the Library of Things. 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 item and I am borrowing the item "AS IS." I acknowledge that I have examined the item and that its condition is acceptable. I agree to surrender the item 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 item in good condition and, if the item becomes unsafe or in a state of disrepair, I will immediately discontinue use of the item and notify the Library of the issue.

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 ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT I AM ASSUMING RISKS; AGREEING NOT TO SUE; AGREEING TO INDEMNIFY, HOLD HARMLESS AND DEFEND; AND RELEASING FROM LIABILITY THE PINE RIVER PUBLIC LIBRARY DISTRICT/PINE RIVER LIBRARY, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS. I UNDERSTAND THAT THIS AGREEMENT, RELEASE AND LIABILITY WAIVER IS NOT FOR ANY SPECIFIED TERM AND DOES NOT EXPIRE.

This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. The District Court in and for La Plata County, Colorado, shall be the exclusive venue for any dispute arising hereunder.

I have read this entire document and my signature below indicates my acknowledgment and agreement with the above statements. I further acknowledge that I am at least 18 years of age.

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. READ IT BEFORE SIGNING. IF YOU DO NOT UNDERSTAND ANY PART, PLEASE CONSULT YOUR ATTORNEY.

Patron Name: _____ Signature: _____

Date: _____ Library Card Number: _____ Date Card Created _____

Staff Name: _____ Staff Signature: _____

