

Liability Waiver for Lendable Library of Things

AUSTIN PEAY STATE UNIVERSITY AND ITS LIBRARY (INCLUDING ITS AGENTS AND EMPLOYEES) ("APSU") IS NOT RESPONSIBLE FOR ANY PERSONAL INJURY, DEATH OR LOSS OF PROPERTY YOU OR SOMEONE ELSE MAY SUFFER WHILE BORROWING ANY ITEM OR TOOL FROM THE LENDABLE LIBRARY OF THINGS.

The items and tools in our collection are for the use of Lendable Library of Things (hereafter "Library") members. Out of respect for future users, please clean any items or tools you borrow before returning them and report any damage to the Library immediately. If you feel compelled to return them in better condition than when you borrowed them, that would be highly appreciated.

By signing this waiver, I _____ (print name) state that I am capable and experienced in using the items or tools I am borrowing, and that I will use the items or tools in a proper manner. I am assuming all risk associated with use of the item or tool, and acknowledge I am solely responsible for any damage that I cause with use of the item or tool. I understand that items are lent to diverse households and therefore may contain unknown allergens and it is my responsibility to understand my allergies and take appropriate and necessary precautions. I do hereby for myself, on behalf of my successors and assigns, in consideration of being permitted to borrow the items or tools, waive any and all claims against Austin Peay State University and the Library, its officers, agents, and employees for any injury or injuries of any nature that I may suffer or incur in the use of the items or tools that I am borrowing from the Lendable Library of Things. I do hereby for myself, on behalf of my successors and assigns, in consideration of being permitted to borrow items or tools, agree to release and indemnify and hold harmless Austin Peay State University and the Library, its officers, agents, and employees from any and all liability, loss, claims, and demands, actions or causes of action for the death or injury to any persons and for any property damage suffered or incurred by any person which arises or may arise or be occasioned in any way from the use of items or tools I am borrowing from the Lendable Library of Things. I am aware that Austin Peay State University and the Library, its partners, directors, officers, members, and employees claim no expertise and make no representation concerning the fitness of any item or tool for any particular use or purpose.

I affirm that the above information is current, true and correct and may be subject to verification.

I further state that I have read and fully understand the rules of the Lendable Library of Things, and I acknowledge that failure to comply with any of these rules may result in my being charged and responsible for the cost of repair or replacement of the item, revocation of my borrowing privileges, and/or legal action against me.

In signing this waiver below, I hereby acknowledge and represent that I have read this Agreement in its entirety, understand it, and sign it voluntarily.

Date: ____/____/____ Name (print): _____

Signature _____