



## **Boyden Library: Library of Things Borrowing Policy**

1. To borrow from Boyden Library's Library of Things a patron must be age 18 or over and have a SAILS library card in good standing.
2. The patron must review the Library of Things Lending Policy and sign the attached Liability Waiver form.
3. While staff can provide a basic overview of items in the collection, by taking possession of any item, the patron is certifying that he or she is capable of using the item in a safe and appropriate manner.
4. Items may circulate up to 7 days. Items may not be renewed.
5. Library of Things items must be returned during the Library's open hours to the Circulation Desk on the ground floor.
6. Overdue fees of \$5.00 per day accrue on Library of Things items not returned on or before the due date. Late fees are capped at the full replacement cost of the item.
7. The patron agrees that the Library is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed items.
8. The patron agrees that if any item becomes unsafe or in a state of disrepair, he or she will immediately discontinue use of the item and notify the Library of the issue upon return, if not earlier.
9. All items must be returned in the same condition as issued, barring normal wear and tear. All items must be returned in clean condition.
10. The patron agrees to pay for the loss of or damage to any item and further agrees to accept the Library's assessment of condition and assessment of fair restitution for damage, dirtiness, delinquency, and/or loss of items in part or in total. This restitution amount could equal the full replacement cost of the item.
11. The Library reserves the right to refuse the loan of any item at its sole discretion.

## Liability Waiver

I, \_\_\_\_\_ (print name), hereby attest that I have read the Library of Things Lending Policy and confirm that I understand and can adhere to each of the clauses therein.

In consideration of my or my child's use of equipment/items lent out by the Boyden Library through its Library of Things program, I hereby voluntarily release, discharge, waive and hold harmless, on behalf of myself, my heirs, executors, administrators, and assigns, the Boyden Library, and its employees, officers, agents and assigns, the Board of Library Trustees, and the Town of Foxborough and its employees, officers, agents and assigns, from any loss, damage or injury to persons or property arising from the equipment or my/my child's use thereof, whether arising through the Library's negligence or imposed by law. In no event shall the Library be liable to me for indirect, consequential or special damages, including without limitation, lost use, revenue or profits.

I agree to indemnify and hold the Library and its employees, officers, and agents, harmless from and against all liabilities, claims, actions, proceedings, damages, losses, costs and expenses, including attorney's fees, for all injuries or death or any person, or damage to any property occurring or arising from or connected with, directly or indirectly, my or my child's possession, use and return of the equipment. 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 equipment. I am borrowing the equipment "as is". I acknowledge that I have examined the equipment and that its condition upon receipt is acceptable. I agree to keep and maintain the equipment in good condition, use it in a careful and proper manner, and to comply with all manufacturer recommendations, applicable laws and regulations.

I understand that the Library does not provide supervision or instruction for use of the equipment. I understand and acknowledge that use of the equipment may involve risk of serious injury, including permanent disability and death. I agree that I and/or my child shall not use the equipment in a manner inconsistent with its intended design and purpose. I have read this Liability Waiver and have signed it voluntarily in my personal capacity and/or capacity as parent/guardian of my child. I understand that I am giving up substantial rights by signing it. I have read this entire document, and my signature below indicates my agreement with the above statements.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Description of equipment to be borrowed:

\_\_\_\_\_

Library employee signature: \_\_\_\_\_ Date: \_\_\_\_\_

One copy to borrower. One copy to be retained by the library.