

**LA COUNTY LIBRARY  
TOOL LENDING LIBRARY  
LIABILITY WAIVER AND INDEMNIFICATION FORM**

The tools in the LA County Library Tool Lending Library are for the use of LA County Library cardholders. Out of respect for future users, please clean any tools you borrow before returning them and report any damage to LA County Library immediately.

I, \_\_\_\_\_ (print name), make the following covenants, statements, and representations:

- (1) The tools in the LA County Library Tool Lending Library collection are for the exclusive use by the LA County Library cardholder who borrowed the tool. I will not allow any other person to use the tool that I am borrowing.
- (2) I am experienced in the use of any tool that I borrow, and I am physically capable to use the tools safely and in a proper manner.
- (3) I have inspected each borrowed tool and accepted its condition, and advised LA County Library of any damage, and or defects. I will not use a borrowed tool, or will discontinue the use of a borrowed tool, if I become aware of any damage or defects. Further, I will return any borrowed tool and disclose any damage or defects that I become aware of during my use.
- (4) LA County Library has provided me with operating instructions for the borrowed tool and I am capable of understanding the instructions provided. I will use the tool for its intended purpose, and as prescribed in the operating instructions.
- (5) I will take reasonable care when using borrowed tools and return the tool(s) in like condition.
- (6) LA County Library, its officials, officers, directors, agents, members, representatives, volunteers, and employees claim no expertise and make no representation concerning the fitness of any tool for any particular use.
- (7) I do hereby myself, on behalf of my successors and assigns, in consideration of being permitted to borrow tools, waive any and all claims against the County of Los Angeles, its officials, officers, directors, agents, members, representatives, volunteers, and employees for any injury or injuries of any nature that I may suffer or incur in the use of the tools, including damaging to real or personal property, or the negligent or reckless storage of tools during the borrowing period.
- (8) I hereby for myself on behalf of my successors and assigns, in consideration of being permitted to borrow tools, agree to release and indemnify and hold harmless the County of Los Angeles, its officials, officers, directors, agents, members, representatives, volunteers, 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 tools that I am borrowing from LA County Library, and agree to pay all expenses related thereto (including reasonable attorney's fees and costs) that the County of Los Angeles may incur for the undersigned's use of the borrowed tools.

- (9) I further state that I have read and fully understand the rules and regulations of LA County Library, and I understand that failure to comply with any of these rules may result in revocation of my borrowing privileges and /or legal action against me.
- (10) I have read and signed the waiver and indemnification form relinquishing any and all claims against the County of Los Angeles, its officials, officers, directors, agents, members, representatives, volunteers, and employees.

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

Print Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_

**STAFF USE ONLY**

Borrower's library card number \_\_\_\_\_

Library location \_\_\_\_\_

Tool(s) borrowed \_\_\_\_\_

\_\_\_\_\_

Staff member \_\_\_\_\_ Date \_\_\_\_\_

- Complete in ink.
- Retain signed copy in Tool Lending Library file.
- New waiver for every checkout.