

Waiver and Release from Liability

The borrower, [print name _____], is solely responsible for the Leak Detection and Repair Kit ("Kit") and will be billed for reasonable repair or replacement costs associated with damage or loss of Kit and/or peripherals due to neglect or abuse.

A list of the replacement costs of Kits is maintained by the Benicia Public Library and is available upon request.

The responsibility to protect against loss is the borrower's.

The City of Benicia is not responsible for damage done (property or bodily) by use of the equipment in the Kit.

WARNING: Penal Code 490.5(a) provides that upon conviction for petty theft involving a book or other library materials taken from a library facility, a person shall be punished by a mandatory fine of not less than \$50 and not more than one \$1,000 for each such violation; and may also be punished by imprisonment in the county jail, not exceeding six months, or both such fine and imprisonment.

I agree:

To pay full repair and/or replacement costs should the Kit or components of the Kit be stolen, lost, not returned or damaged.

In consideration of being permitted to borrow the Kit, I hereby knowingly and voluntarily waive, release, and discharge and covenant not to sue the City of Benicia, its respective successors, assigns, officers, agents, employees, consultants and volunteer (hereafter referred to as "Releasees") from any and all liability, 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 Kit or its components, negligent act or omission of the Releasees, or otherwise arising out of or in any way related to or connected with my borrowing and/or use of the Kit.

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 attorneys' fees, for all injuries or death of any person, or damage to any property occurring or arising from or connected with, directly or indirectly, my possession, use, and return of the Kit.

No warranties, expressed or implied, including without limitation: suitability, durability, fitness for a particular purpose, condition, or quality have been made by the City of Benicia, directly or indirectly in connection with the Kit. I am borrowing the Kit "as is." I acknowledge that I have examined the Kit and that its condition is acceptable. I agree to surrender the Kit to the Benicia Public 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 Kit in good condition, use it in a careful and proper manner and comply with all applicable laws and regulations.

I understand that the City of Benicia does not provide supervision or instruction for the use of the Kit. I understand and acknowledge that the use of the Kit involves risk of serious injury, including permanent disability and death. I agree to refrain from using any Kit in a manner inconsistent with its intended design and purpose.

I, the undersigned, have read this entire document and my signature below indicates my agreement with the terms and conditions listed therein.

Signature: _____

Printed Name: _____

Date: _____

Staff Member Accepting Form: _____

Give to Helaine: _____