
Borrower's Last Name

First Name

Library Card #

Southwick Public Library

Item Lending Registration Agreement and Waiver

Please Print Legibly!

THIS IS AN AGREEMENT between _____ (“Borrower”) and the Southwick Public Library (SPL).

Borrower

Information: _____

Home Street Address

Apt.#/Floor/etc.

City

State

Zip code

Cell phone

Home phone

Email address

Where did you hear about item lending?

Fill in below (library staff member) a complete description of the item from the Library of Things, the make model number, serial, number, condition and replacement cost of the Library of things item being borrowed.

Photo ID Checked _____

Proof of Residence/Address Verification Checked _____

Print name of SPL staff member who completed form

Statement of Waiver and Indemnification

WHEREAS, Borrower wishes to borrow and Southwick Public Library (SPL) is willing to lend certain Items in accordance with the terms of this Agreement, and

WHEREAS, the Town of Southwick (hereafter, the "Town") desires to engage in item lending activities, and

NOW THEREFORE, with respect to all Items today or hereafter lent by SPL to Borrower, Borrower hereby agrees as follows:

WHEREAS there is no representation or NO WARRANTY THAT ITEMS ARE FIT FOR ANY PARTICULAR PURPOSE for any person to use as to the safety, condition, or suitability for any particular use,

1. Borrower represents and agrees that he/she is capable and experienced in using all Items and that all Items will be used for their normal purpose and in a proper manner and that eye protection will be worn at all times Items are in use, when applicable. No Items will be borrowed with respect to the use of which the Borrower is not capable and experienced.
2. In consideration of being permitted to borrow the Items, Borrower does hereby waive any and all claims and causes of action against the Southwick Public Library, the Town and their officers, agents, volunteers and employees, and does hereby release the Library, the Town and all such persons from any such claims and causes of action, whether arising in contract or in tort (including for negligence) or under any statute or other law or administrative regulation, for any injury or loss of any nature that Borrower may suffer or incur in the use of the Items borrowed from the Southwick Public Library or otherwise in connection with this Agreement, and Borrower does hereby release all such parties from any such claims and causes of action.
3. In consideration of being permitted to borrow Items, Borrower agrees to **indemnify** and hold harmless the Southwick Public Library, the Town and their officers, agents, volunteers and employees from and against any and all liability, loss, claims, demands, actions and causes of action, whether arising in contract or in tort (including negligence) or under any statute or other law or administrative regulation, for the death or injury to any persons and for any property damage or loss suffered or incurred by any person which arises or may be alleged to arise from or be occasioned in any way by the use of the Items or otherwise arising under this Agreement.
4. The Item Borrowing Rules and Procedures of the Southwick Public Library are attached to and hereby incorporated into this Agreement. Borrower represents and agrees that he/she has read and fully understands those Rules and Procedures and that failure to comply with any of the Rules and Procedures may result in revocation of borrowing privileges.

BORROWER STATES AND AGREES THAT HE/SHE HAS READ AND SIGNED THIS AGREEMENT, INCLUDING THE **WAIVER**, RELEASE AND **INDEMNIFICATION** RELINQUISHING ANY AND ALL CLAIMS AGAINST THE SPL, THE TOWN AND THEIR EMPLOYEES AND OTHER PERSONNEL AND **INDEMNIFYING** THEM AGAINST THE CLAIMS OF OTHERS, INTENDING TO BE BOUND BY ALL THE TERMS HEREOF.

Signature of Borrower

Date

Print name

Signed on behalf of Southwick Public Library

Date

Attachment: Item Borrowing Rules and Procedures of the Southwick Public Library

Approved by the Southwick Library Board of Trustees on March 12, 2019, Updated September 12, 2023