**Library of Things Use Agreement**

In consideration for permission to use the borrowed item(s) listed at the bottom of this Agreement, the undersigned borrower hereby agrees as follows in connection with the borrowed item(s):

* Patrons must have and maintain a valid library card with the Dover Public Library to borrow any items from the Library of Things collection;
* Use of Dover Public Library item(s) is at the sole risk of the borrower;
* The undersigned has been provided a copy of the applicable instruction manual(s), owner’s manual(s), or similar guide(s) provided to the City by the manufacturer of the borrowed item(s).
* The undersigned borrower represents and warrants that the borrowed item(s) will be used in a safe and prudent manner, in compliance with all applicable instructions and warnings, and in compliance with all applicable law;
* The undersigned borrower hereby RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the City of Dover and/or its officials, officers, agents, employees or affiliates (hereinafter referred to as RELEASEES) from any and all payment, expectation of payment, liability, claims, demands, actions and causes of action whatsoever arising out of or in relation to any loss, damage, harm, or injury that may be incurred or sustained by the undersigned borrower or any third party arising out of or in relation to the borrowed item(s) and/or any act or omission by the RELEASEES, including but not limited to negligence, recklessness, or any other fault-based and/or strict liability conduct of the RELEASEES;
* The undersigned borrower AGREES TO INDEMNIFY AND HOLD HARMLESS the City of Dover and/or its officials, officers, agents, employees or affiliates from any loss, liability, damage or costs, that the undersigned borrower may incur resulting from, arising out of, or arising in relation to the undersigned’s use of the borrowed item(s);
* In the event of damage or loss of the borrowed item(s) while in the borrower’s possession, the undersigned borrower agrees to pay the City of Dover the complete costs of repair or replacement for any equipment.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, have read the entire document and by signing below agree to the Dover Public Library-Library of Things Use Agreement, as set forth stated above.

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

Library Card Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Item(s) Borrowed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Staff Initials: \_\_\_\_\_\_\_\_\_\_