

“LIBRARY OF THINGS” LENDING PROGRAM: WAIVER AND RELEASE OF CLAIMS AGAINST THE CITY OF SANTA MARIA; ASSUMPTION OF LIABILITY FOR DAMAGES TO LOANED ITEMS

I, (Print Name of Participant) _____ (“Participant”), in consideration for being permitted to partake in Central Coast Makerspace Network and the City of Santa Maria “Library of Things” item lending policy, waive, release and discharge any and all claims for damage for personal injury, death or property damage which I may have, or which may accrue to me in the future, as a result of my participation in said activities against the City of Santa Maria or its employees or agents.

This waiver and release is intended to discharge in advance the City of Santa Maria, its officers, employees and agents from any and all liability arising out of or connected in any way with my participation in and use of an items lent through the “Library of Things” program. I understand that the activities that I will be participating in involve an element of risk and danger of accidents and, knowing those risks, I assume said risks.

I agree that this waiver, release and assumption of risk shall be binding on my heirs and assigns. To the fullest extent of the law, I agree to indemnify and hold harmless the City of Santa Maria and its officers, employees and agents from any loss, liability or allegations of liability, damage, costs or expense which they may incur as the result of my or another’s death or injury as well as any property damage that I may sustain or cause while participating in any activity pursuant to this Participation Agreement.

I agree that I will comply with the “Library of Things Use Policy and Lending Guidelines.” I assume all liability for damaged or lost items I have borrowed pursuant to the “Library of Things” program and shall reimburse the City for the cost of repair or replacement, whichever is less, should I return an item damaged or lose an item.

Print Name of Participant: _____

Signature of Non-Minor Participant: _____

Date: _____

CONSENT OF PARENT/LEGAL GUARDIAN (If Participant is a minor)

I am the parent or legal guardian of the Participant listed above. I hereby consent that the Participant may participate in the activities listed in this Participation Agreement for the “Library of Things” lending program at the City of Santa Maria Library.

I execute this agreement, waiver and release and assumption of liability as the parent or legal guardian of the Participant on his or her behalf. I affirmatively state that the Participant is physically able to participate in this activity and has no known physical or mental restrictions which would prevent safe participation.

To the fullest extent allowed by law, I agree to indemnify and hold harmless the City of Santa Maria from loss, liability or allegations of liability, damage, costs or expenses that it

may incur as a result of the death or any injury or property damage, including damage to the City of Santa Maria's property, that Participant may cause or sustain while participating in the "Library of Things" lending program.

I HAVE CAREFULLY READ THE "WAIVER AND RELEASE OF CLAIMS AGAINST THE CITY OF SANTA MARIA" AND THE "CONSENT OF PARENT/LEGAL GUARDIAN" SECTIONS ABOVE. I FULLY UNDERSTAND THE CONTENTS OF BOTH SECTIONS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT HAVING A BINDING EFFECT ON MY AND PARTICIPANT'S ABILITY TO BRING CLAIMS AGAINST THE CITY OF SANTA MARIA.

Print Parent/Legal Guardian Name: _____

Relationship to Participant: _____

Signature of Parent/Legal Guardian: _____ Date: _____

Exhibit "A"

Library of Things Use Policy and Lending Guidelines

The City of Santa Maria Public Library provides patrons with the opportunity to use items from its "Library of Things". All patron use of these items is entirely optional and voluntary and is for purposes of recreation, education, and/or self-improvement.

By checking out and taking possession of any item in the "Library of Things", the patron agrees to this policy, as follows:

- The equipment may be used only for lawful purposes. Patrons are prohibited from using equipment to create material that is:
 - a) Prohibited by local, state or federal law.
 - b) Unsafe, harmful, dangerous or poses an immediate threat to the well-being of self or others (such use may violate the terms of use of the manufacturer).
 - c) Obscene.
 - d) In violation of another's intellectual property rights. For example, the equipment may not be used to reproduce material that is subject to copyright, patent, or trademark protection.
- Patrons will not modify hardware or software (except open source), or install malware onto the equipment where applicable.
- The Library is not responsible for any damage to a patron's personal materials or files, or for any manufacturing defects.
- Any work saved on Library equipment will be deleted and cannot be recovered. Patrons must save their files on an external storage device.
- The Library is not responsible for any injuries and/or other losses caused by use of equipment.
- Some items are restricted by age due to risk issues. Items in the Adult Library of Things are for check by patrons 18 years or older.
- The Library reserves the right to deny access to equipment if a patron violates any part of the Library of Things Policy, Library Rules of Conduct, or misuses the equipment as determined by the Library staff.
- Patrons are responsible to pay charges or fees for damage or loss, which may be valued and billed to patron's account.
- By checking out and taking possession of any item in the Library of Things, the patron is certifying that s/he is capable of using that item in a safe and proper manner.
- By checking out and taking possession of any item in the Library of Things, patron voluntarily covenants not to sue the City of Santa Maria Public Libraries, its respective successors, assigns, officers, agent, employees, and volunteers, and patron waives, releases, and discharges the City of Santa Maria Public Libraries from and against all claims, demands, damages, liabilities, loss, costs, and expenses arising out of or in any way related to or connected with borrowing and using equipment, except such loss or damage which was caused by sole negligence or willful misconduct of the City of Santa Maria Public Libraries.