

Waiver and Release of Liability for Equipment

Buffalo & Erie County Public Library ("Library") is offering for borrowing with a library card certain items of sports Equipment ("Equipment") to members of the community, free of charge.

By signing this document, the undersigned, or parent or guardian of a minor hereby agree as follows:

- Equipment. Library is lending the following item(s) to me or my minor child:
 - youth soccer kit (ball and cones in a duffel bag);
 - youth lacrosse kit (sticks, balls and cones in a duffel bag);
 - youth basketball kit (basketball in a duffel bag);
 - youth tennis kit (rackets and balls in a duffel bag);
 - youth activity kit;
 - or, other types of youth sports equipment including a winter kit.

2. No Warranties Are Made. Library is not making any representations, warranties, or guarantees about the Equipment, including any implied warranties of merchantability and/or fitness for any purpose. I am borrowing the Equipment "as is". Assumption of Risk. I understand that there are certain risks of injury that may arise from the possession, use or misuse of the Equipment, including the risk of injury, disability, or death, or damage to property. I ASSUME FULL RESPONSIBILITY FOR ALL RISKS ARISING DIRECTLY OR INDIRECTLY FROM MY POSSESSION, USE OR MISUSE OF THE EQUIPMENT, BOTH KNOWN AND UNKNOWN, REGARDLESS OF THE CAUSE.

3. Waiver and Release. I hereby waive and release any and all claims against the Buffalo & Erie County Public Library, Erie County, New York, the City of Buffalo and its respective officers, trustees, employees, officials, and agents (collectively, the "Library/County Parties") and Equipment partners with respect to any and all injuries, disabilities, death, or loss or damage to property resulting from possession, use or misuse of the borrowed sports Equipment, regardless of the cause and even if caused by Library's negligence, whether passive or active. I covenant and agree not to sue any of the Library/County Parties on the basis of these waived and released claims or in any way relating to the Equipment.

4. Indemnity. Furthermore, I will defend, indemnify and hold the Library/County/City Parties harmless from and against any and all liability, loss, damages, claims and attorney's fees that may be suffered by any Library/County Party resulting directly or indirectly from the possession, use or misuse of the Equipment by me or any other person, except and only to the extent the liability is caused by the gross negligence or willful misconduct of a Library/County/City Party.

I have read and understand the terms of this agreement. I understand that this agreement covers each and every item of Equipment I borrow from the library. I sign it freely and voluntarily.

Print Borrower Name: _____ Date: _____

Borrower Signature (if 18 years or older) or Parent/Guardian Signature:

Parent's/Guardian's Name (if borrower is under 18): _____ Date: _____

Please print name and age of additional children borrowing the Equipment if under the age of 18:

Library Name: _____