

# LENDERY

## MEMBERSHIP AGREEMENT



In consideration of being permitted to use and borrow Lendery items:

I, \_\_\_\_\_, (PRINT NAME) state that I am at least 18 years of age, capable and experienced in the use of the item(s) that I am borrowing, and I will only use the item(s) in the manner in which they are intended, with the appropriate personal protective equipment.

I, \_\_\_\_\_, (PRINT NAME) understand and agree to undertake the responsibility associated with all of the following statements:

- I examined the item(s) before I borrowed it and saw it to be in good working condition. I will return the item(s) in the same condition in which I borrowed it.
- I will clean the item(s) before returning it, immediately report any damage to the item(s), and return the item(s) in the same or better condition than when I borrowed the item(s), reasonable wear and tear excepted.
- I am aware that The Corporation of the City of Vaughan Public Library Board, the Lendery, and their respective elected and appointed officials, directors, officers, employees, volunteers, partners, and successors and assigns, claim no expertise and make no representation, warranty, or condition concerning the quality of the item(s) or the fitness of the item(s) for any particular use.
- Only Lendery Members are authorized to borrow items from the Lendery. I shall not permit the use of Lendery items by a non-Lendery Member, unless I accompany the non-Lendery Member and supervise their use of the item(s) at all times. I am liable for the non-Lendery Member's use of the item(s), and responsible for the non-Lendery Member adhering to the terms of this Lendery Membership Agreement.
- I agree that The Corporation of the City of Vaughan Public Library Board, the Lendery, and their respective elected and appointed officials, directors, officers, employees, volunteers, partners and successors and assigns (collectively, the "**Lendery Releasees**") are not responsible for any manufacturing, material, or quality of workmanship defects of the borrowed item(s) and hereby release the Releasees from any liability for any claims relating to or arising out of any manufacturing, material, or quality of workmanship defects of the borrowed item(s).
- I have provided proof of Vaughan Public Library Membership.
- I agree that the borrowing period for the item(s) is fourteen (14) calendar days.
- I will return the item(s) borrowed to the location from which the item(s) was borrowed. The item(s) may only be returned in person during the Lendery's hours of operation.
- I will not use the item(s) in any way that is contrary to applicable laws, and at all times while in possession of the item(s) I will adhere to applicable laws.
- I agree that if the item(s) becomes unsafe or enters a state of disrepair, I will immediately discontinue the use of the item(s) and notify the Lendery upon return of the item(s).
- I agree that if, during the borrowing period, the item(s) becomes lost or sustains damage to such an extent that the item(s) can no longer be used, I will be responsible for the full replacement cost of the item(s) plus administrative fees.

I agree to accept the Lendery's assessment of condition of the item(s), and further agree to the Lendery's assessment of fair restitution for damage, dirtiness, delinquency, and/or loss of items in whole or in part.

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# LIABILITY RELEASE AND INDEMNIFICATION



In consideration of being permitted to use and borrow Lendery items:

I, \_\_\_\_\_, (print name) assume all risks associated with use of the borrowed item(s), and, in addition to the release provided for in the Lendery Membership Agreement, do hereby for myself, and on behalf of my heirs, successors and assigns:

- release and hold harmless The Corporation of the City of Vaughan Public Library Board, the Lendery, and their respective elected and appointed officials, directors, officers, employees, volunteers, partners, and successors and assigns (collectively the “**Lendery Releasees**”), from any and all liability, claims, actions, loss, or damages of any nature, including but not limited to property damage, personal injury, and death, arising out of or related to the borrowing or use of items belonging to the Lendery, whether arising in tort (including negligence by the Lendery Releasees), strict liability, breach of warranty, contract, or any other legal theory;
- agree to indemnify and defend the Lendery Releasees against any and all liability, claims, or demands of any nature, including but not limited to property damage, personal injury, and death, arising out of or related to the borrowing or use of items belonging to the Lendery, whether arising in tort (including negligence by the Lendery Releasees), strict liability, breach of warranty, contract, or any other legal theory.

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE TO THE LENDERY MEMBERSHIP AGREEMENT AND THE LIABILITY RELEASE AND INDEMNIFICATION, AND THAT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I ALSO DECLARE THAT I AM SIGNING THIS LENDERY MEMBERSHIP AGREEMENT AND LIABILITY RELEASE AND INDEMNIFICATION FREELY AND VOLUNTARILY.**

Member signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness signature: \_\_\_\_\_ Date: \_\_\_\_\_