



### **Equipment Lending Agreement**

The Whitchurch-Stouffville Public Library (the "Library") requires that any individual wishing to rent any Library Equipment (the "Renter") must execute this Equipment Lending Agreement.

The Library is lending to the Renter the following Equipment under this Equipment Lending Agreement (check all that apply) which are independently and collectively defined as the "Equipment":

- Snowshoes  Walking Poles

The Renter acknowledges and agrees as follows:

1. There is inherent risk of personal injury or injury to others in participating in physical activities involving the Equipment such as but not limited to, scrapes, abrasions, cuts, sprains, broken bones, and torn muscles or ligaments. There is also some risk to personal property such as tears in outerwear. The Renter acknowledges these foreseeable and unforeseeable risks and assumes all such risks and liabilities that arise from the use of the Library's Equipment.
2. The Renter hereby agrees to forever waive, release, indemnify, defend and hold harmless the Library and the Town of Whitchurch-Stouffville ("Town") , and collectively any of its agents, employees, contractors, licensees, sponsors, elected officials, volunteers, and any other persons for whom the Library and/or Town may be responsible in law, from any and all claims whatsoever and howsoever arising, including but not limited to, claims for bodily injury and property damage, in connection with any damage, injury, illness or death which may directly or indirectly result from the Renter's use of the Library's Equipment.
3. If the Renter is executing this Agreement on behalf of a child or a minor that the Renter is responsible for as a legal guardian, the Renter hereby acknowledges and accepts the aforementioned risks and waiver in clause 2 on behalf of that child. No Renter shall be permitted to execute this Agreement on behalf a child or minor that the Renter is not responsible for as legal guardian.
4. The Renter is fully responsible for the Equipment borrowed and acknowledges that they are required to return the Equipment in person on or by the due date, and that Equipment shall not be returned using the drop boxes. Should the Equipment be damaged or lost, the Renter acknowledges that they are responsible for the full replacement cost.

5. Terms of use:

- Equipment rentals are on a first come, first serve basis.
- The Renter must be in good standing with the Library.
- Equipment has a one (1) week loan period.
- There are no holds or renewals.
- Overdue fines are \$2.00/day, per single pair of Equipment borrowed.
- Equipment must be checked in and checked out during the Library's Curbside service hours.
- Equipment must be returned in good condition, clean and dry.
- If damaged, the Renter shall pay the full replacement cost of the Equipment.

Customer Name: \_\_\_\_\_

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

Number of pairs of snowshoes borrowed (if applicable):

Adult- \_\_\_\_\_

Child- \_\_\_\_\_

Number of pairs of walking sticks borrowed (if applicable): \_\_\_\_\_

I as Renter, have read, understand, and agree to the terms of this Agreement for myself and any minor children in my care.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_