

Northfield Tool Lending Library

Statement of Waiver and Indemnification

WHEREAS, Borrower wishes to borrow and NTLL wishes to lend certain tools in accordance with the terms of this Agreement, and

WHEREAS, the Town of Northfield (hereafter, the "Town") has agreed to provide space for the NTLL solely as a service to the community and without any other involvement in or responsibility for NTLL's tool lending activities, and without any representation to any person as to the safety, condition, or suitability for any particular use of, or as to any other aspect of, any tool loaned by the NTLL or any of its actions,

NOW THEREFORE, with respect to all tools today or hereafter lent by NTLL to Borrower (the "Tools"), Borrower and NTLL hereby agree as follows:

1. Borrower represents and agrees that he/she is capable and experienced in using all Tools and that all Tools will be used for their normal purpose and in a proper manner. No tools will be borrowed with respect to the use of which the Borrower is not capable and experienced.
2. In consideration of being permitted to borrow the Tools, Borrower does hereby waive any and all claims and causes of action against the Northfield Tool Lending Library, the Town and their officers, agents, volunteers and employees, and does hereby release the Library, the Town and all such persons from any such claims and causes of action, whether arising in contract or in tort (including for negligence) or under any statute or other law or administrative regulation, for any injury or loss of any nature that Borrower may suffer or incur in the use of the tools borrowed from the Northfield Tool Lending Library or otherwise in connection with this Agreement, and Borrower does hereby release all such parties from any such claims and causes of action.
3. In consideration of being permitted to borrow tools, Borrower agrees to indemnify and hold harmless the Northfield Tool Lending Library, the Town and their officers, agents, volunteers and employees from and against any and all liability, loss, claims, demands, actions and causes of action, whether arising in contract or in tort (including negligence) or under any statute or other law or administrative regulation, for the death or injury to any persons and for any property damage or loss suffered or incurred by any person which arises or may be alleged to arise from or be occasioned in any way by the use of the Tools or otherwise arising under this Agreement.

4. The Borrowing Rules and Procedures of the Northfield Tool Lending Library are attached to and hereby incorporated into this Agreement. Borrower represents and agrees that he/she has read and fully understands those Rules and Procedures and that failure to comply with any of the Rules and Procedures may result in revocation of borrowing privileges.

BORROWER STATES AND AGREES THAT HE/SHE HAS READ AND SIGNED THIS AGREEMENT, INCLUDING THE WAIVER, RELEASE AND INDEMNIFICATION RELINQUISHING ANY AND ALL CLAIMS AGAINST THE NTLL, THE TOWN AND THEIR EMPLOYEES AND OTHER PERSONNEL AND INDEMNIFYING THEM AGAINST THE CLAIMS OF OTHERS, INTENDING TO BE BOUND BY ALL THE TERMS HEREOF.

Signature of Borrower

Date

Signed on behalf of Northfield Tool
Lending Library

Date

Attachment: Borrowing Rules and Procedures of the Northfield Tool Lending Library