



## Member Waiver of Indemnification

1. I state that I am capable and experienced in using the tools I am borrowing, and that I will use the tools I am borrowing in a proper manner.
2. I do hereby for myself, on behalf of my successors and assigns, in consideration of being permitted to borrow tools, waive any and all claims based on negligence or any other conduct, not amounting to intentional conduct or reckless, wanton, or gross behavior against the Cville Tool Library, its directors, officers, employees, volunteers, and any other agents for any injury or injuries of any nature that I may suffer or incur in the use of the tools that I am borrowing from the Cville Tool Library.
3. I do hereby for myself, on behalf of my successors and assigns, in consideration of being permitted to borrow tools, agree to release and indemnify and hold harmless Cville Tool Library, its directors, officers, employees, volunteers, and any other agents from any and all liability, loss, claims, and demands, actions or causes of action based on negligence or any other conduct, not amounting to intentional conduct or reckless, wanton, or gross behavior for the death or injury to any persons and for any property damage suffered or incurred by any person which arises or may arise or be occasioned in any way from the use of tools I am borrowing from the Cville Tool Library.
4. I am aware that the Cville Tool Library, its partners, directors, officers, members, and employees claim no expertise and make no representation concerning the fitness of any tool for any particular use.
5. I affirm that the above information is current, true and correct and may be subject to verification. I further state that I have read and fully understand the rules and regulations of the Cville Tool Library and I understand that failure to comply with any of these rules may result in revocation of my borrowing privileges and/or legal action against me.
6. I have read and signed a Waiver and Indemnification form, relinquishing any and all claims based on negligence or any other conduct, not amounting to intentional conduct or reckless, wanton, or gross behavior against the Cville Tool Library, its directors, officers, employees, volunteers, and any other agents.

Customer (hereinafter "Customer" means anyone borrowing equipment facilitated by Cville Tool Library) agrees that in no event shall Cville Tool Library be liable to the Customer for any damages arising out of or connected with the borrowed equipment (hereinafter "Tool(s)") and/or use of this Tool(s) loan. Lender (hereinafter "Lender" means anyone lending their personally owned equipment facilitated by Cville Tool Library) agrees that in no event shall Cville Tool Library be liable to the Lender for any damages arising out of or connected with the borrowed equipment (hereinafter "Tool(s)") and/or use of this Tool(s) loan.

Customer will review the specifications of the Tool(s) and will be aware of its limitations and uses. Customer is responsible for knowing the applicable laws and regulations related to use of the Tool(s).

Customer acknowledges that the Tool(s) may be dangerous if improperly used and Customer assumes full responsibility for the use of the Tool(s). Misapplication of the Tool(s), injury of any type sustained or damage to the Customer's facility or to the Tool(s) shall be the Customer's sole responsibility.

Customer assumes full responsibility for the return to Lender of the Tool(s) and all accessories in full working order. Customer agrees that any damaged or lost Tool(s) shall be replaced by Customer with the identical make and model equipment within thirty (30) days of the return date of such Tool(s). In the event Customer, does not comply with this replacement policy, Customer agrees to pay Lender the full retail value of the Tool(s), as determined in the discretion of Cville Tool Library and Lender.

IN NO EVENT SHALL CVILLE TOOL LIBRARY BE LIABLE TO THE CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM OR RELATED TO LOSS OF USE AND/OR PROFITS, DOWNTIME COSTS, OR CLAIM OF THIRD PARTY, WHETHER ON ACCOUNT OF DEFECTS, PERFORMANCES, NON-PERFORMANCES, DELAYS, PROPERTY DAMAGES OR OTHERWISE.

The governing law for this Customer Agreement shall be the laws of the Commonwealth of Virginia and Customer submits to the exclusive jurisdiction of and venue in the state and federal courts sitting in Albemarle County in the state of Virginia.

In the event that any of the provisions of this Customer Agreement shall be held to be either illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or part shall to that extent be deemed not to form part of this Customer Agreement but the validity and enforceability of the remainder of this Customer Agreement shall not be affected.

No modification or waiver of the terms of this Customer Agreement shall be effective. This agreement applies to all tools in the Cville Tool Library.

This is a tool lending library. You are lending your tools to, and borrowing your tools from, your neighbors, friends, acquaintances, and/or the nice guy or gal down the street. Treat the equipment like it was your own, return things on time, if you break it you bought it, and be easy to communicate with.

I have read this policy and accept all terms:

*(For internal use)*

Member signature / Date

User name in MyTurn