



City of Virginia Beach

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DEPARTMENT OF LIBRARIES
ADMINISTRATION
(757) 385-0150
TTY: 711

MUNICIPAL CENTER
BUILDING 19, ROOM 210
2416 COURTHOUSE DRIVE
VIRGINIA BEACH, VA 23456-9126

WAIVER AND RELEASE OF CLAIM LIBRARY OF THINGS – EXPLORE OUTDOORS PROGRAM

In consideration of my use of the equipment/items lent out by the Virginia Beach Public Library, through its Library of Things program ("Program"), I hereby voluntarily release, waive, and hold harmless, on behalf of myself, my heirs, assigns, and executors, the City of Virginia Beach, and its Virginia Beach Public Library, employees, officials and agents (collectively, "City") from any loss, damage, or injury to persons or property arising from the equipment/item.

I agree to indemnify and hold harmless, on behalf of myself, my heirs, assigns, and executors, the City against all liabilities, claims, actions, proceedings, damages, losses, costs, and expenses, including attorneys' fees, for all injuries or death of any person, or damage to any property occurring or arising from or connected with, directly or indirectly, my possession, use, operation, or return of the Program equipment/item.

No warranties, expressed or implied, including without limitation: suitability, durability, fitness for a particular purpose, condition, or quality, have been made by the City, directly or indirectly, in connection with the Program equipment/item. I am borrowing the item "as is."

I acknowledge that I have examined the equipment/item and that its condition is acceptable.

I agree to surrender the equipment/item to the City in as good order and condition as when received, except for reasonable wear and tear resulting from proper use. If items are not returned in as good order and condition as when received, I understand that I will be billed for the missing or damaged items.

I agree to keep and maintain the Program equipment/item in good condition, use it in a careful and proper manner and comply with all applicable laws and regulations. I understand that the City does not provide supervision for the use of the Program equipment/item. I understand and acknowledge that the use of some equipment/item may involve risk of serious injury, including permanent disability and death. I agree to refrain from using any equipment/item in a manner inconsistent with its intended design and purpose.

I understand that the terms of this Waiver and Release of Claim shall remain in effect for one (1) year from the date set forth herein below.

I have read this Waiver and Release of Claim and sign it voluntarily.

Print Name: _____ Library Account Number: _____

Signature: _____ Date: _____

COMPLETE PORTION BELOW ONLY IF YOU DESIRE TO ALLOW YOUR MINOR CHILD OR WARD TO PARTICIPATE IN THE PROGRAM:

My signature above certifies that I grant permission for my minor child, named here _____ (participants' full legal name), to participate in the Program and to borrow items from the Program. In exchange for the above-named child being allowed to participate in the Program, I agree to waive, release and forever discharge any and all claims, rights and causes of action against the City for injury or damage caused or alleged to be caused as a result of my child's use of any item associated with the Program. I agree to this Waiver and Release of Claim for me and for all my heirs, personal representatives, next of kin, and assigns. I hereby confirm that I am the parent or legal guardian of the child listed in this paragraph. I understand and voluntarily assume all risks associated with my child's participation in the Program, including the possibility of accidental or other physical injury or death. I also agree that all terms of the above Waiver and Release of Claim shall apply to my child's participation in the Program. This Waiver and Release of Claim is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Virginia. If any portion of this document is held invalid, the remainder shall continue in full force and effect.

Name of Minor: _____ Library Account Number: _____

Signature of Parent or Guardian: _____ Date: _____