

**WAIVER, RELEASE, AND COVENANT NOT TO SUE
(Adult Participant)**

READ CAREFULLY BEFORE SIGNING

I, the undersigned [**printed name**] _____ in consideration of the valuable benefits to be acquired by virtue of checking out and using items from the Salem Public Library's "Library of Things", without reservation, waive, release, acquit, indemnify, save, hold harmless and forever discharge the said City of Salem, its officers, agent, and employees from any and all suits, claims, demands, or assertions of liability of any nature whatsoever, for personal injuries, property damage, loss of services, injury to incorporeal interests, or other like damages occasioned by, arising from, or otherwise connected with the use of the item(s) checked out and do personally covenant that no action of law or suit in equity shall ever be brought against the said City of Salem, its officers, agents, or employees on account of any matter hereinabove set forth.

EXCEPTION: This waiver and covenant not to sue shall not operate to release or waive any claim or right of action against an officer, agent, or employee of the City of Salem in his personal capacity for personal injuries intentionally and unlawfully inflicted by such officer, agent, or employee.

I/We further declare that I am/we are aware of the activity contemplated through the use of items, which include the items listed below and of the hazards connected therewith; understand the necessity for supervision of the use of the item(s) and use only in accordance with the manufacturer's instructions or directions as well as common sense/common practice.

I/We further agree to pay for any necessary medical services, and to save the City of Salem and its employees harmless therefrom, for anyone injured through the use of the equipment checked out from the City of Salem Public Library's "Library of Things" until those items are returned to the Salem Public Library.

The provisions of this instrument shall be binding on my/our heirs, executors, successors, and assigns.

Item(s) Checked Out from the Library of Things: _____

Signature: _____ **Date:** _____

Primary Phone: _____ Library ID (last 8 digits): _____