



Town of Brattleboro / Brooks Memorial Library Waiver: Release of Liability and Hold Harmless

The undersigned hereby acknowledges that the use of tools for gardening/landscaping, and food preparation/preservation borrowed from the Library, and participation in those activities, is undertaken with knowledge of risk of possible injury or illness. The undersigned hereby accepts any and all risk of injury to myself in any event or activity incident to the loan of tools provided by the Library. In accepting the risk of injury or illness, I understand that I am relieving the Brooks Memorial Library and the Town of Brattleboro, their successors and assigns and their respective directors, officers, partners, members, shareholders, employees and agents from any and all loss, cost, claims, injury, damages or liability sustained or incurred by me or others resulting from or arising out of any conduct or event or participation involving use of said tools.

The undersigned acknowledges and is fully aware that even though the Town of Brattleboro has taken all reasonable precautions to ensure the safety of all participants, there are inherent risks associated with the activities of gardening/landscaping and food preparation/preservation, including but not limited to environmental hazards, human error, equipment failures and other risks associated with physical labor and food preparation and preservation, which may result in serious physical injury to me or even my death. The undersigned acknowledges that there are safety guidelines for these activities. The undersigned agrees to abide by and adhere to these guidelines.

The undersigned confirms that he/she has sufficient knowledge, experience and skill to participate in the activity of gardening/landscaping and food preparation/preservation, and that the Town of Brattleboro has relied on this representation in allowing the undersigned to use the borrowed equipment.

The undersigned acknowledges and agrees that the Town of Brattleboro, or the members, directors, employees, staff, agents, or volunteers of said town shall not be liable for any damage to my property or any injury or death to myself save and except if such damage, injury or death is due to the intentional or gross negligence of the aforementioned persons, and I agree to renounce, to the extent permitted by law, to any claim which I may have against them arising from any damage, injury or death.

The undersigned acknowledges and agrees to indemnify the Town of Brattleboro, its directors, members, agents, employees, staff and personnel and hold it harmless from and against any claims or actions against them or damages, costs, expenses, legal fees, court costs and the like arising out of or in connection with the participation in the activities offered by the Town of Brattleboro.

The undersigned authorizes the Town of Brattleboro and its Library personnel, agents and employees to seek out appropriate medical care and first aid in the event of an accident or illness during the participation in the activity gardening/landscaping or food preparation/preservation and agrees to pay all expenses resulting therefrom including expenses relating to care, costs of transportation, and hospitalization.

The invalidity, illegality or unenforceability in any respect of any provision of this waiver shall not affect or impair the validity, legality or enforceability of the remaining sections and provisions which shall be deemed to have been written without the invalid, illegal or unenforceable provision.

___ I have read and agree to the terms of the Borrowers Agreement.

Name (please print) _____ Phone/email (req.) _____

Signature _____ Date _____

Parent / Guardian Signature _____ Date _____