

**KLAMATH TOOL LIBRARY
WAIVER AND INDEMNIFICATION AGREEMENT**

I, _____ (print name), acknowledge and agree to the following provisions of this Waiver and Indemnification Agreement:

1. I am capable and experienced in the use of the tools that I am borrowing from Klamath Tool Library (KTL), I will use the tools for their intended purpose and I will maintain the tools in a safe and proper manner until I return the tools to KTL.
2. I recognize the inherent dangers and risks in the transporting, loading, unloading and the use of tools. I acknowledge that KTL has no duty to supervise, instruct or otherwise control my use or maintenance of the borrowed tools or the use or maintenance of such tools by any other person and does not represent or warrant in any way that the tools I am borrowing are appropriate for my intended use.
3. The borrowing of tools is subject to KTL's Lending Policies, as in effect and amended from time to time.
4. I will not allow any other person to use the tools that I am borrowing. I have inspected each borrowed tool and accept its condition, have noted all damage or defects, and notified KTL of my findings, if any. I accept the tools in their present AS-IS condition. I acknowledge that KTL makes no representations or warranties as to the condition of the tools and disclaims all warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
5. In consideration of being permitted to borrow tools from KTL, I, on my own behalf and on behalf of my heirs, assigns, successors, executors, and estate, agree to assume all the risks and responsibilities surrounding my borrowing of the tools, the transportation of the tools, and in any activities I may undertake in connection with the tools borrowed from KTL, and in advance release, waive, forever discharge, and covenant not to sue KTL and/or Klamath Sustainable Communities (KSC) (collectively, the "Released Parties," to include all of the past, present, and future directors, officers, employees, and volunteers of each of KTL and KSC), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, whether caused by the negligence or carelessness of the Released Parties, or otherwise, while in, on, upon, or in transit to or from the location where the tools may be used, or in connection with the use of the tools, whether on my own property, KTL's property, or the property of any third party. It is my express intent that this release and waiver shall bind the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a release of the above-named Released Parties. I further agree to save and hold harmless, indemnify, and defend the Released Parties from any claim by third parties arising out of, or in connection with, my borrowing, use, or transportation of the tools borrowed from KTL.
6. I affirm that the information I provided on the attached Membership Application and Agreement is current, true and correct and may be subject to verification by KTL. I agree to keep KTL informed of changes in my personal contact information.
7. I have read, fully understand, and agree to comply with this Waiver and Indemnification Agreement and the KTL Lending Policy. Failure to comply with the provisions of the KTL Lending Policy may result in revocation of my membership rights, loss of borrowing privileges or legal action against me.

Signature of Member

Date