

AVRL Hippocampe Equipment Borrowing Agreement



BORROWER Information:

Name: _____

Library Card Number: 21111 _____

The Annapolis Valley Regional Library loans the ***Get on it: Beach, Trails, and Parks*** Hippocampe equipment on the following terms and conditions:

The Annapolis Valley Regional Library will only loan this equipment to those patrons ages 18 and older. The borrower shall be responsible for the use of and return of equipment.

Borrower's Obligations

You (the person named above, i.e. BORROWER) are responsible for the equipment from the time you take possession of it until it is returned in keeping with this agreement. You agree that you will be responsible for anyone who uses the equipment during your loan period. You agree that the equipment will remain under your supervision at all times.

You agree that if the hippocampe equipment is lost, stolen, or damaged, you may be responsible for its full replacement value, estimated to not exceed \$6000 (Canadian) and for any and all other fees, claims, expenses, or obligations to persons or property during the term of this agreement. You are obligated to contact us immediately in the case of any borrowed equipment loss, damage, mechanical failure, or abnormality.

You are responsible for the safety of users of the equipment. This includes, but is not limited to, the responsibility to ensure that users are equipped with CSA approved safety equipment. **Annapolis Valley Regional Library shall not be held liable or responsible for any accident, illness, injury, loss, or damage incurred as a result of the use or misuse of the equipment.**

If you, or those who use the equipment during your loan period, are injured or injure anything or anyone during the term of this agreement, you are fully and solely responsible for all associated claims, obligations, and liability. Annapolis Valley

Regional Library does not offer nor provide any insurance or other assurances, services, or protection.

_____ init.

1. **Insurance.** You are responsible for carrying your own travel, health, and dental insurance to cover personal medical care in the case of accident, loss due to cancellation, and any third party liability that may arise from the use of this equipment by BORROWER or those who you borrow the equipment on behalf of. No coverage is available from the Annapolis Valley Regional Library to insure you or the equipment from loss in the case of damage, theft, or other liability incurred in the use of the borrowed equipment.

2. Use of the Borrowed Equipment:

The borrower is responsible for the daily care and maintenance of the equipment and is required to perform regular checks to see that the equipment is in good working order upon each use.

No changes or alterations to the equipment, other than regular adjustments are permitted.

_____ initial

3. Infection Prevention and Control:

The borrower must adhere to the following cleanliness protocols:

- a) Store the equipment in a dry, temperature regulated area after each use;
- b) Clean all equipment with sanitizer/disinfectant solution after each use. Proper cleaning involves spray and wipe, then spray and allow to air-dry;
- c) Follow good personal hygiene practise when using equipment to avoid infection (e.g., keep wounds, cuts, and abrasions clean and covered)
- d) Wear clothes that minimize skin contact with equipment

4. Return of Equipment:

- e) Equipment must be returned in the same condition as it was borrowed, and in the carry bags.
- f) All dirt, moisture, etc. must be cleaned from equipment before it is returned to the carry bag.
- g) A cleaning fee of \$50.00 will be charged if equipment is returned in an unsatisfactory manner.

5.Theft, Loss, Damage, Deposit. You are responsible for any and all damage to the borrowed equipment. This includes but is not limited to any form of loss, theft, or damage to the borrowed equipment, you, other persons, and property.

Release and Waiver of Claims.

BORROWER acknowledges that there are inherent risks associated with the operation of hippocampe equipment, which risks involve, tipping, flipping or crashing the equipment. BORROWER further acknowledges that these risks could result injuries to their person and property, which bodily injuries could prove extremely serious or fatal.

BORROWER does hereby remise, release, and forever discharge Annapolis Valley Regional Library, owners, personnel, agents, representatives, successors, and assigns (and all of their heirs, executors, administrators, and personal representatives) of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which BORROWER ever had, now has, or which the BORROWER and their heirs, executors, administrators, or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use (without restricting the generality of the foregoing, including any misuse and/or abuse) of the borrowed equipment; or in any way arising out of the borrowing relationship between BORROWER and Annapolis Valley Regional Library.

BORROWER hereby releases Annapolis Valley Regional Library and its agents and employees from and against any and all liability arising during the borrowing period. BORROWER acknowledges that they are aware of the risks involved with use of this equipment, including but not limited to physical exertion, forces of nature, accidents, travel via any mode of transport, adequacy of medical facilities, or negligence (other than willful or fraudulent) on the part of employees, agents, or other of Annapolis Valley Regional Library.

Terms. BORROWER acknowledges and agrees that Annapolis Valley Regional Library maintains no control over the operation of the borrowed equipment by the BORROWER. Accordingly, Annapolis Valley Regional Library assumes no responsibility for and cannot be held liable for any personal injury, property damage, third party liability, or other loss, accident, delay, inconvenience, or irregularity which may be occasioned either by reason of:

1. Any wrongful, negligent or accidental acts or omissions on the part of the BORROWER or the BORROWER'S agents;
2. Any defect in or failure of any vehicle, equipment, or instrumentality owned, operated, or otherwise used by the BORROWER; or
3. Any wrongful or negligent acts or omissions on the part of any other party not under the control, direct or otherwise, of Annapolis Valley Regional Library.

_____ init.

BORROWER agrees to be responsible for their own welfare, and that of anyone using the equipment during your loan period, and accept any and all risk associated with the activities they undertake.

BORROWER agrees that the terms herein are binding on them, their family members, heirs, successors, assigns, dependents, and/or minors accompanying them, and their legal representatives.

BORROWER acknowledges and agrees that Annapolis Valley Regional Library and its agents have the right to refuse participation by any person for any or no reason. Any dispute arising out of these matters whatsoever, shall be resolved in binding arbitration/adjudication in Berwick under the laws of the Province of Nova Scotia. Any part of this document found to be void or unenforceable shall not negate the enforcement of the remainder. This Agreement shall be governed and construed in accordance with the laws of Nova Scotia (excluding the laws applicable to conflicts or choice of law).

1. **Collection Costs and Prevailing Party.** If for any reason, Annapolis Valley Regional Library is required to engage an attorney or collection agency to collect any amounts that are due it under this agreement, and Annapolis Valley Regional Library is successful in such action, BORROWER agrees to reimburse ANNAPOLIS VALLEY REGIONAL LIBRARY for all costs and reasonable attorney's fees incurred by ANNAPOLIS VALLEY REGIONAL LIBRARY in connection with enforcing its payment rights. The non-prevailing party shall indemnify the prevailing party for all reasonable expenses incurred in prosecuting any dispute, including but not limited to, attorney's fees.

2. **Return Policy.** You must return the borrowed equipment on the agreed upon date/time at the agreed upon location. Remember to return the equipment in the condition you received it to avoid additional charges. Additional fees may apply for excessive cleaning and/or repairs beyond normal wear and tear.

I have read and understood this Annapolis Valley Regional Library BORROWER Agreement and agree to abide by its terms and conditions.

A copy of this agreement will be kept on file at the Annapolis Valley Regional Library. All subsequent borrowing of the equipment will abide by this agreement, but will only require that the transaction be recorded in the library database.

Date: _____

Signed: _____
BORROWER

