

Genesee District Library: Ice Skate Waiver of Liability

(To be completed by PERSON USING SKATES AND/OR GUARDIAN FOR MINORS)

In consideration of being allowed to use skates from the Genesee District Library, I, _____, the undersigned, acknowledge and agree that: ***PLEASE PRINT**

1. The risk of injury from skating or walking on skates is significant. It is acknowledged that there is a potential for injuries including, but not limited to, broken bones, bleeding, permanent paralysis and death.
2. I knowingly and freely assume all such risks, both known and unknown, of using skates which are being provided by the Genesee District Library.
3. It is hereby acknowledged that I have selected the skates and I assume full responsibility for any injury which arises out of the use of said skates, whether such use is by me or by a minor.
4. I agree that skates must be used by me, the undersigned, or by the named minor(s) listed below. I will not allow a third party to use the skates.
5. I agree that skates must be used in a careful and in a prudent manner, and that the use of the skates must be discontinued if a hazard or a dangerous condition is present.
6. I, for myself and on behalf of my heirs, personal representatives, and next of kin, HEREBY, RELEASE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS the Genesee District Library, its respective successors, assignees, director, officers, board members, agents, employees and volunteers from any and all liabilities which may arise out of the use of the skates that were provided by the Genesee District Library.

FOR PARENTS/GUARDIANS OF MINORS (FOR INDIVIDUALS WHO ARE UNDER AGE 18)

- A. It is hereby acknowledged that I picked out or approved the use of skates by or for the named minors listed below. I acknowledge that the skates properly fit the minors and that they are in good condition. I also acknowledge that no one other than the named minors will use the skates.
- B. I hereby agree to supervise the minors to ensure that the minors skate safely and so as to ensure that the said minors do not act in a way which would endanger themselves or any other party.
- C. I HEREBY RELEASE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS the Genesee District Library, its respective successors, assignees, director, officers, board members, agents, employees and volunteers from any and all liabilities which may arise out of my minor child's using the skates that were provided by the Genesee District Library, to the fullest extent permitted by law.

FOR MINORS (UNDER AGE 18) PRINT EACH CHILD'S NAME AND AGE

Child's Name	Age	Child's Name	Age

By signing this waiver, I acknowledge I am the parent/guardian with legal responsibility for the children listed above.

I HAVE READ THIS WAIVER OF LIABILITY AGREEMENT. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS WAIVER, AND SIGN IT FREELY AND VOLUNTARILY.

X _____ Date: _____
PARTICIPANT/PARENT/GUARDIAN SIGNATURE (MUST BE 18 OR OLDER)

_____ Phone: _____
PRINTED NAME OF PARTICIPANT/PARENT/GUARDIAN

Genesee District Library: ICE SKATE LENDING GUIDELINES AND AGREEMENT

(To be completed by GDL PATRON CHECKING OUT SKATES)

Guidelines for Renting and Use of Ice Skates

- Ice Skates are checked out at the circulation desk. Skates may be rented for two (2) days and may be renewed 1 time unless another patron has placed a hold on them.
- **Skates MUST be returned to a staff person at GDL.** DO NOT return in drop box. If they are returned in the book drop or left somewhere outside or inside the library, a \$20.00 fee will be added to the patron's account.
- A valid Genesee District Library card and no outstanding fines over \$4.00 is required to rent skates. **Renters must be 18 years or older. A valid Government issued ID with picture and current address must be presented at checkout. The address on the ID and in the library records must match.**
- Renters must understand and sign the agreement at the circulation desk in the presence of library staff every time and for each pair of skates they check out.

Liability and Fees

- If a pair of skates is more than 7 days overdue, it is considered lost or converted to your own use and you will receive a bill to cover the replacement of \$100.00 per pair of skates, \$20 to cover the replacement of the bag, plus a \$10.00 processing fee. If skates are returned in good condition after the replacement bill has been sent, the replacement cost will be removed from your record/bill, however, the processing fee will still apply.
- The skates may only be used and operated in compliance with GDL's policies and manufacturer's guidelines. Renter shall not make any modifications or alterations to the skates.
- The Renter is solely responsible for the skates and will be billed for the repair or replacement cost associated with any damage or loss and/or peripherals as a result of neglect or abuse. **Fees for damage or loss may be incurred up to one week after check in.** It is the renter's responsibility to protect the skates against loss or damage.
- **Michigan Penal Code, Act 328 of 1931, MCL 750.362 and 362a, provide that any person who converts for their own use or fails to return rented tangible library property shall be guilty of larceny, and may be prosecuted for a misdemeanor.**

Initial here _____

Lending Agreement

- To abide by the Genesee District Library's lending guidelines as stated and to pay any fees as stated.
- To pay entire replacements costs should the skates or its components/accessories be lost, damaged, or not returned.
- I acknowledge the Ice Skate Waiver of Liability forms have been signed by each person I am checking out the skates for.

In being permitted to rent the skates I hereby voluntarily waive, release, and discharge and covenant not to sue the Genesee District Library, its respective successors, assignees, officers, agents, employees, and volunteers (hereafter referred to as "Releasees") from any and all claims, actions or demands of any kind, nature and description, including claims or actions for damages for death, personal injury, or property damage and from any and all liabilities, damage, injuries, action or causes of action either at law or in equity, whether caused by any defect in the skates, negligent act or omission of the Releasees, or otherwise arising out of or in any way related to or connected with my renting the skates.

This is a legally binding Release, Waiver, Discharge and Covenant Not to Sue (collectively, "Release"), made voluntarily by me, the undersigned Releasor, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns.

A GDL representative and I have reviewed contents of the skates and agree that all parts are present and appear to be in working order at checkout. **Patron please initial here X _____** **GDL Staff please initial here X _____**

Print Name (Renter)

Signature (Renter)

Date (MM/DD/YYYY)

For Staff Use : Staff Name _____

Reviewed driver's license (matches GDL account) MI Penal code is initialed above

Waiver of liability signed for each person using skates

Skate Size	Full Barcode