

# BENZONIA PUBLIC 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 Benzonias Public 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 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 Benzonias Public 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, by a third party, or by a minor.
4. 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.
5. 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 Benzonias Public Library, its board, director, and/or employees from any and all liabilities which may arise out of the use of the skates that were provided by the Benzonias Public Library.

<b>FOR PARENTS/GUARDIANS OF MINORS (FOR INDIVIDUALS WHO ARE UNDER AGE 18)</b>
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- 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.
- B. I hereby agree to supervise the minors so as 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 Benzonias Public Library and all other individuals which are referenced in Section 5 above from any and all liabilities which may arise out of my minor child's using the skates that were provided by the Benzonias Public 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: ____
Child's Name: _____ Age: ____	Child's Name: _____ 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

# BENZONIA PUBLIC LIBRARY: ICE SKATE LENDING GUIDELINES AND AGREEMENT

(To be completed by **BPL PATRON** CHECKING OUT SKATES)

## Guidelines for Borrowing and Use of Ice Skates

- Ice Skates are checked out at the circulation desk. Skates may be borrowed for two (2) days and may be renewed **1** time unless another patron has a hold on them.
- **Skates MUST be returned to a staff person at BPL.** 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 Benzonia Public Library card and no outstanding fines over \$5.00 is required to borrow skates. **Borrowers 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.**
- Borrowers 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

- Late fees will be assessed at **\$1.00 per day per pair of skates.** If skates reach 5 days overdue and/or you have \$5.00 or more fines on your account, you will be blocked from renewing items and checking out more items until the item is returned.
- If an item is more than 30 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 cost plus a \$5.00 processing fee. If billed skates are returned in good condition, the replacement cost will be removed from your record. Late and processing fees will still apply.
- The skates may only be used and operated in compliance with BPL’s policies and manufacturer’s guidelines. Borrower shall not make any modifications or alterations to the skates.
- The Borrower 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 borrower’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 Benzonia Public 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 borrow the skates I hereby voluntarily waive, release, and discharge and covenant not to sue the Benzonia Public Library, its respective successors, assignees, officers, agents, employees, and volunteer (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 Thing, negligent act or omission of the Releasees, or otherwise arising out of or in any way related to or connected with my borrowing the Thing.

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 BPL 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\_\_\_\_\_ BPL Staff please initial here X\_\_\_\_\_**

<p>_____ PRINT NAME (BORROWER)</p> <p>_____ SIGNATURE (BORROWER)</p> <p>_____ DATE (MM/DD/YYYY)</p>	<p><b>For Staff Use: Staff Name:</b> _____</p> <p>_____ Reviewed driver’s license (matches BPL account)</p> <p>_____ MI Penal Code is initialed above</p> <p>_____ Waiver of Liability signed for each person using skates</p> <p>Skate Size: _____ Full Barcode _____</p> <p>Skate Size: _____ Full Barcode _____</p> <p>Skate Size: _____ Full Barcode _____</p> <p>Skate Size: _____ Full Barcode _____</p> <p>Skate Size: _____ Full Barcode _____</p>
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