



Safety Harbor Tool Library Release

The tools in our collection are for the use of Safety Harbor Public Library members. Out of respect for future users, please clean any tools you borrow before returning them and report any damage upon return.

I, _____ (*print name*), state that I am capable and experienced in using the tools I am borrowing, that I will use the tools I am borrowing in a proper manner, and that I will only use the tools in a manner for which they are designed.

I, _____ (*print name*), agree that I will not allow any other individual to use any tool I borrow from the Safety Harbor Tool Library. I understand that it is solely my responsibility to ensure I am the only individual using the tools. I further understand that the City of Safety Harbor and the Safety Harbor Public Library (collectively, the "City") is not responsible for any injuries or damage resulting from the use of any tools by any unauthorized person.

I, _____ (*print name*), agree to release the City from any liability of any kind for any and all damages arising out of any loss or injury resulting from my participation in the Tool Library operated by the City, including, but not limited to, the use of any facilities or equipment made available by the City. THIS RELEASE INCLUDES A RELEASE FOR ANY AND ALL LOSSES OR INJURY ARISING OUT OF ANY ACT OR OMISSION OR NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS SPECIFICALLY CONCERNING OR ARISING OUT OF THE CITY'S OPERATION OF THE SAFETY HARBOR TOOL LIBRARY, INCLUDING BUT NOT LIMITED TO ANY DEFECT IN THE TOOLS OR ANY MISUSE OF THE TOOLS.

I, _____ (*print name*), hereby for myself, and on behalf of my successors and assigns, in consideration of being permitted to borrow tools, agree to release, indemnify, and hold harmless the City, its officers, agents, and employees from any and all liability, loss, claims, and demands, actions or causes of action for the death or injury to any persons and for any property damage suffered or incurred by any person which arises or may arise or be occasioned in any way from the use of tools I am borrowing from the Safety Harbor Tool Library. I am aware that City, its partners, directors, officers, members, and employees claim no expertise and make no representation concerning the fitness of any tool for any particular use. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the City may be entitled to under the doctrine of sovereign immunity or section 768.28, Florida Statutes.

I affirm that the above information is current, true and correct and may be subject to verification. I further state that I have read and fully understand the rules and regulations of the Safety Harbor Tool Library and I understand that failure to comply with any of these rules may result in revocation of my borrowing privileges and/or legal action against me. I have read and signed this Release, relinquishing any and all claims against the City, its officers, agents, and employees.

I affirm that by signing Release, I fully understand and acknowledge that I am relying wholly upon my own judgement, belief, and knowledge of the circumstances involved in my participation in the Safety Harbor Tool Library and the use of any tools I may borrow, and that I have read this statement, understand its contents, and voluntarily executed it of my own free will and choice.

Signature _____ Date: _____

Name (*print name*) _____