

Bowen Island Public Library Medical Equipment Loan RELEASE OF LIABILITY AGREEMENT

Privacy and personal information

The personal information on this form is collected by Bowen Island Public Library under the authority of the BC Library Act and BC's Freedom of Information and Protection of Privacy Act, s.26. The information will be used to by the Library to coordinate and deliver the medical equipment loan program agreed to below. For questions about the collection or use of this information, please contact the Bowen Island Public Library's Privacy Officer at privacy@bowenlibrary.ca, 604-947-9788.

By signing this document, you will waive certain legal rights including the right to sue. Please read carefully:

In consideration of being allowed to participate in any way in the Bowen Island Public Library medical equipment loan program, I, the person named on this form, acknowledge, appreciate, and agree that:

- 1. There is a risk of injury from the activities involved with using equipment in this program, and while particular skills, and other equipment, and personal discipline in using said medical devices may reduce this risk, the risk of serious injury does exist; and,
- 2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation and use of this equipment; and,
- 3. I willingly agree to comply with the reasonable, safe and intended use of this equipment. If, however, I observe any unusual significant hazard such as broken pieces or faulty construction of the loaned equipment during its use, I will discontinue its use immediately, and return the broken equipment piece to the loan program; and,
- 4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE BOWEN ISLAND PUBLIC LIBRARY AND THE BOWEN ISLAND MUNICIPALITY AND, their officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), with respect to any and all injury, disability, death or loss or damage to person or property associated with my use of the equipment, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law.

I confirm that I am physically capable and fit to use this equipment. I confirm that I am nineteen (19) years of age or older. (Minors must have a parent or guardian read and sign in their stead.)

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AN VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name:		Date:
Phone:	Email:	
Signature:		

THIS AGREEMENT MUST BE READ AND SIGNED before any equipment will be lent. Thank you. THIS AGREEMENT IS VALID FOR 2 YEARS FROM THE DATE OF SIGNATURE.

LAST NAME