

## PLAYCYCLE TOY LIBRARY LENDING GUIDELINES AND AGREEMENT

### **Guidelines for Borrowing and Use**

- Objects lent out by PLAYCYCLE may be checked out online or in person when a physical location is available.
- A current address is required to borrow items.
- Borrowers must be 18 years old or older.
- Borrowers must read, understand, and sign this Agreement before they check out an Item.

### **Liability**

- The borrower is solely responsible for the item and may be billed for reasonable repair or replacement costs associated with damage or loss of items and/or peripherals due to neglect or abuse.
- A list of the replacement costs of items is maintained by the PLAYCYCLE and is available upon request.
- The responsibility to protect against loss is the borrower's.

### **Proper Care and Use**

- As with any item, use care when handling. Adult supervision is recommended when children use toy library items.
- Return the item with all parts and components.

### **LENDING AGREEMENT**

I agree:

- To abide by PLAYCYCLE's Lending guidelines as stated above.
- To pay an overdue fine if the item is returned late.
- To pay repair and/or replacement costs should the Item or components of the Item be stolen, lost, not returned or damaged. In consideration of being permitted to borrow the Item, I hereby voluntarily waive, release, and discharge and covenant not to sue PLAYCYCLE TOY LIBRARY ("PLAYCYCLE"), its respective successors, assigns, 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 item, negligent act or omission of the Releasees, or otherwise arising out of or in any way related to or connected with my borrowing the item. I have read the entire document and my signature below indicates my agreement with the above statements.

### **Informed Consent Form For Toy Library Items**

In consideration of my use of the toys, games, and equipment lent out by the PLAYCYCLE Toy Library through its Lending program ("Items"), I hereby voluntarily release, discharge, waive, and hold harmless, on behalf of myself, my heirs, executors, administrators, and assigns, the PLAYCYCLE toy library ("PLAYCYCLE") and its employees, officers, and agents, from any loss, damage, or injury to persons or property arising from the items, whether arising through PLAYCYCLE's negligence or imposed by law. In no event shall PLAYCYCLE be liable to me for indirect, consequential or special damages, including without limitation lost use, revenue or profits. I agree to indemnify and hold PLAYCYCLE and its employees, officers, and agents, harmless from and against all liabilities, claims, actions, proceedings, damages, losses, costs and expenses, including attorneys' fees, for all injuries or death of any person, or damage to any property occurring or arising from or connected with, directly or indirectly, my possession, use, and return of the Equipment. No warranties, expressed or implied, including without limitation: suitability, durability, fitness for a particular purpose, condition, or quality have been made by PLAYCYCLE, directly or indirectly in connection with the Items. I am borrowing the Items "as is." I acknowledge that I have examined the Items and that their condition is acceptable. I agree to surrender the Items to PLAYCYCLE in as good order and condition as when received, except for reasonable wear and tear resulting from proper use. I agree to keep and maintain the Items in good condition, use it in a careful and proper manner and comply with all applicable laws and regulations. I understand that PLAYCYCLE does not provide supervision or instruction for the use of the Items. I understand and acknowledge that the use of the Items involves risk of serious injury, including permanent disability and death. I have read this Liability Waiver and Informed Consent Form and sign it voluntarily. I understand that I am giving up substantial rights by signing it.