Liability Waiver

The tools in our collection are for the use of Toolshed Exchange Tool Library (hereafter “Toolshed”) members. Out of respect for future users, please clean any tools you borrow before returning them and report any damage to the Tool Library immediately. Though borrowers are responsible for damage that they have caused, we promise not to be angry. If you feel compelled to return them in better condition than when you borrowed them, that would be highly appreciated.

By signing this waiver below, I ________________________________(print name), state that I am capable and experienced in using the tools I am borrowing, and that I will use the tools I am borrowing in a proper manner.

I do hereby for myself, on behalf of my successors and assigns, in consideration of being permitted to borrow tools, waive any and all claims against Basilica Hudson, Canary Project, Inc., and Toolshed, its officers, agents, and employees for any injury or injuries of any nature that I may suffer or incur in the use of the tools that I am borrowing from the Toolshed Exchange Tool Library.

I do hereby for myself, on behalf of my successors and assigns, in consideration of being permitted to borrow tools, agree to release and indemnify and hold harmless Toolshed, Canary Project, Inc., and Basilica Arts Inc., 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 Toolshed Exchange Tool Library. I am aware that Toolshed, Canary Project, Inc., and Basilica Arts Inc., its partners, directors, officers, members, and employees claim no expertise and make no representation concerning the fitness of any tool for any particular use.

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 Toolshed Exchange 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 a Waiver and Indemnification form, relinquishing any and all claims against Toolshed, Canary Project, Inc., and Basilica Arts Inc., its officers, agents, and employees.

Date: ____/____/________

Name (print): ____________________________________________

Signature ________________________________________________