

**PEWAUKEE PUBLIC LIBRARY'S  
ASSUMPTION OF RISK AND WAIVER OF LIABILITY FOR USE OF  
TOOLS AND EQUIPMENT**

I \_\_\_\_\_, desire to voluntarily borrow and operate tools and/or equipment from The Pewaukee Public Library [Lessor]. Tools and equipment which may be operated may include but are not limited to: air compressor, handheld fabric steamer, laminator, paper shredder, pressure washer, cricut and sewing machine. Operation may include bending, lifting, repetitive motion, exposure to extreme temperatures or weather, cutting, drilling, sanding, and/or smelling or inhaling unpurified air or fumes, and/or operating tools or equipment (collectively referred to as the "Activities").

I am fully informed, understand, and acknowledge that:

- the Activities have inherent risks, dangers, and hazards, including but not limited to exposure to dirt, dust, chemicals, shavings, uneven ground, obstructions, heat, insect or animal stings or bites, and/or use of sharp objects, and that such risks and dangers will exist in my participation of the Activities, regardless of the care taken to avoid such risks and dangers;
- my participation in such Activities may result in injury or illness including, but not limited to, bodily harm, disease, tripping, falling, heat stroke, scrapes, cuts, severed limbs, strains, sprains, fractures, partial and/or total paralysis, heart attack, bee stings, asthma attacks, allergic reactions, or even death (collectively "Injuries");
- these risks and dangers may be caused by the negligence of Lessor, negligence of myself or others, accidents, medical condition(s), or pre-existing condition(s).

By signing this Waiver, I hereby affirm and attest that i) I am physically fit to engage in the Activities; ii) I am knowledgeable regarding the proper and safe use of the borrowed tool(s) and equipment or will otherwise fully educate myself on proper and safe use before operation; iii) I will diligently inspect the tool(s) or equipment before use for signs damage, malfunction, or unsafe condition; and: i) will operate the tool(s) or equipment for its intended use in a safe manner. I acknowledge the Lessor has provided to me resources at the time of borrowing from which I can educate myself on the basics of proper use and safety of the tool(s) or equipment. I also acknowledge and agree that I am fully responsible for providing my own safety equipment for use of the tool(s) or equipment including but not limited to safety glasses, footwear, earplugs, gloves, masks/respirators, and grounded and/or GFCI protected outlets,

Except for conduct on the part of Lessor that is reckless or intentional, I, on behalf of myself, my personal representatives, and my heirs, in consideration for the right to borrow tools(s) or equipment from Lessor and participate in the Activities, hereby voluntarily agree to release and discharge the Lessor and its agents, employees, and representatives from any and all claims, actions or losses for Injuries, property damage, wrongful death, loss of services, loss of consortium, lost wages/loss of earnings, emotional distress, pain and suffering, punitive damages, attorney's fees, and costs which arise or are related to the above-referenced Activities and which are the result of Lessor's negligence, my negligence, or the negligence of a third party.

**Severability:** The unenforceability of any particular provision of this Waiver shall not affect the other provisions and shall be construed as if such unenforceable provision(s) were omitted.

**Venue and Mediation:** I agree that the exclusive venue for any dispute, claim, or legal proceeding between Lessor and me arising out of this Waiver or the Activities shall be the Circuit Court in Waukesha County, Wisconsin, regardless of conflict of law principles. Further, before filing any such legal proceeding in court, the parties shall be required to mediate any dispute before a third-party mediator, the mediator mutually selected by the parties, and the mediator's fees/costs equally split between the parties. I further acknowledge and agree that this Waiver shall be effective for a period of one (1) year after execution, shall auto-renew for successive one (1) year periods thereafter on the yearly anniversary date of signing unless sooner terminated by me or Lessor in writing, and that this Waiver shall apply to all borrowing of tools or equipment from Lessor while this Waiver is in effect.

I understand that I have had an opportunity to negotiate or bargain the terms of this Waiver with the Lessor and, if we have agreed to any changes in the terms of this Waiver, they are listed below:

\_\_\_\_\_ (Continued on back if additional space is needed).

**I HAVE READ THIS WAIVER, UNDERSTAND IT, AND ACKNOWLEDGE THAT I AM GIVING UP CERTAIN RIGHTS I MAY HAVE AGAINST THE LESSOR FOR POTENTIAL FUTURE NEGLIGENCE. NONETHELESS, I AGREE TO BE BOUND BY THIS WAIVER AND AM SIGNING IT VOLUNTARILY.**

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_