

The Sydney Library of Things Incorporated (TSLOT) Liability Waiver
Registration Number: INC2100221

I _____ (print name), that in consideration of being able to borrow an item, I make the following covenants, statements and representations:

1. I am over 18 years of age and I have read, understood and agreed to **TSLOT** Borrowing Terms and Conditions and acknowledge my borrowing rights may be revoked if I do not comply with those terms.
2. I will ensure I am informed about the safe and appropriate use of any item I am borrowing before using it and I will use the item I am borrowing in a safe and proper manner.
3. I agree that I will not:
 - (a) permit the item to be used by any person who is not, experienced or trained to use the item;
 - (b) operate or use the item or permit them to be operated or used in violation of law or used to commit a violation of law; and/or
 - (c) operate, use, maintain or store the item in a manner likely to cause damage to the item.
4. I acknowledge the item may be second hand and may not come with an original instruction manual. I acknowledge and agree that it is my responsibility to inform myself as to the safe and appropriate method of use for the item I borrow and that **TSLOT** accepts no liability whatsoever for any loss or injury suffered as a result of incorrect or unsafe use of any item I borrow.
5. I acknowledge the risk that use of a borrowed item may be dangerous and could result in accidents happening and I accept, on behalf of myself, my successors and assigns, I will use the item at my own risk and take full responsibility for any loss, damage and/or injury (including death) which may be sustained in any way connected with my use or loan of any **TSLOT** item. I hereby assume, to the extent permitted by law, all risks of loss, damage or injury (including death) which may be sustained by me which are in any way connected with my use or loan of any **TSLOT** item.
6. I acknowledge that **TSLOT** and its officers, committee members, employees, volunteers, agents, contractors, successors and assigns (**TSLOT** Representatives) do not make any representations or warranties that the item provided will be fit for any purpose for which they could be supplied or used. I accept, on behalf of myself, my successors and assigns, that any representation or warranty, express or implied, is excluded to the full extent permitted by law.
7. I agree that in no event will **TSLOT** or **TSLOT** Representatives be liable for:
 - (a) loss, liability, damage, cost or expense, personal injury, death or infringement of third party rights;
 - (b) any special, indirect or consequential loss; and/or
 - (c) damages compromising or resulting from loss of data, business, revenue or profit however caused, to the full extent permitted by the law.
8. I agree, on behalf of myself, my successors and assigns, to indemnify and keep indemnified **TSLOT** and **TSLOT** Representatives against any present or future claim, loss, liability, damage, cost or expense which may be incurred by **TSLOT** or any or all of **TSLOT** Representatives as a result of any act, matter or thing done, permitted or omitted to be done by me or which is in any way connected with my use or possession of any **TSLOT** item.
9. The terms of the Liability Wavier are severable and do not invalidate the remaining terms should a term or terms be found to contravene the governing law and jurisdiction.
10. I affirm that the above information is current, true and correct.

<p>EXECUTED AS A DEED:</p> <p>Signed By:</p> <p>Print Full Name:</p> <p>Date:</p>	<p>Witness:</p> <p>Signed By:</p> <p>Print Full Name:</p> <p>Date:</p>
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