

Katahdin Gear Library Equipment Rental and Release Waiver

Waiver and Release of Liability

I certify that I am aware of the risks of serious injury, death, and property damage arising from participation in outdoor sports, including but not limited to backcountry skiing, backpacking, canoe tripping, whitewater kayaking, stand-up paddling, Nordic skiing, biathlon, snowshoeing and mountain biking, and associated activities, including travel (collectively, the "Activities"). I, the below-named participant (the "Participant", or, in the event the Participant is under the age of 18, the undersigned parent or guardian of the Participant, for myself and on behalf of the Participant), agree as follows: I hereby **RELEASE** and agree to **INDEMNIFY, HOLD HARMLESS AND, if requested by** Millinocket Memorial Library, **DEFEND** Millinocket Memorial Library each and every other person and/or entity that owns, operates or otherwise makes available any of the properties where any of the Activities take place, all of the respective owners, directors, trustees, officers, employees, agents, and affiliates of each of the foregoing persons and/or entities, and any and all coaches, officials, sponsors, organizers, advertisers, volunteers, and equipment suppliers associated with the Activities (collectively, the "Releases"), from and against any and all claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of or resulting from, directly or indirectly, my (or in the event the Participant is under the age of 18, the Participant's) participation in any of the Activities, including, without limitation, those arising out of or resulting from personal injury (including disability or death) and property damage (collectively, "Claims and Liabilities"), regardless of the cause, **INCLUDING ANY AND ALL CLAIMS AND LIABILITIES WHICH ARISE OUT OF OR RESULT FROM ANY ACTIONS OR OMISSIONS, INCLUDING NEGLIGENCE**, on the part of any of the Releases. This waiver and release of liability shall apply to this and all future equipment rentals at the KGL.

Millinocket Memorial Library volunteers and staff are not responsible for the transportation of equipment or the materials used to secure said equipment. The borrower is fully responsible for transportation. Any straps, pads or materials used to secure equipment are used at the sole discretion of the borrower.

Lost, Stolen, or Damaged Equipment

I understand that there is no charge for the rental of the equipment. However, in the event that the equipment is lost, stolen, or destroyed during my rental period, I agree to replace the equipment at my own expense. If I do not repair or replace the equipment within 30 days after my rental period, I authorize Millinocket Memorial Library to bill me for the replacement cost of that equipment. The replacement cost for each type of equipment is outlined below:

Adult Snowshoe: \$150
Youth Snowshoe: \$90
Ski: \$110
Adult Ski Pole: \$50
Youth Ski Pole: \$25
Ski Boot: \$90

Ice Skate: \$65
Adult Bike: \$550
Youth Bike: \$300
Bike Helmet: \$40
Kayak: \$600
Kayak Paddle: \$40

Canoe: \$1200
Canoe Paddle: \$30
Paddle Board: \$800
Paddle Board Paddle: \$40
Life Jacket: \$40

Media Consent

I hereby consent to the participation in interviews, the use of quotes, and taking photographs or video of the participant named above by the Millinocket Memorial Library. I also grant the Millinocket Memorial Library the right to edit, use, and reuse said products for non-profit purposes including use in print, on the internet, and all other forms of media. I also hereby release Millinocket Memorial Library and its agents, staff, and volunteers, from all claims, demands and liabilities whatsoever in connection with the above.

Patron Signature (Parent/Guardian, if under 18): _____

Patron Full Name* (Printed): _____ **Date:** _____

*The name of the patron whose account the equipment is getting checked out under