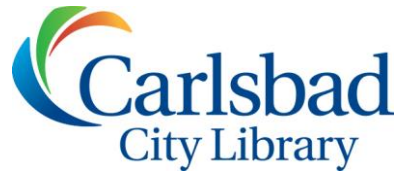


## **INDUCTION COOKTOP WAIVER AND INDEMNIFICATION AGREEMENT**

By checking out and taking possession of the Countertop Induction Cooktop, cookware, magnet and carrying bag (the "Equipment"), I acknowledge and agree as follows:

- I agree to read and follow instructions for use provided with the Equipment. If Equipment does not contain instructions for use at time of check-out, I will notify Carlsbad City Library ("Library") branch staff immediately so that I can be provided with a copy of mandatory Equipment use instructions before leaving the Library premises.
- I agree that I will review the specifications of Equipment and will be aware of its limitations and uses.
- I agree the City of Carlsbad, including the Library, is not responsible for any manufacturing defects in the Equipment.
- I understand that it is my responsibility to promptly notify the Library of any issues with the Equipment.
- I recognize the inherent dangers and risks in transport, loading, unloading, and use of Equipment including risks associated with culinary activities in which I will use the Equipment.
- I agree the City of Carlsbad, including the Library, is not responsible for damage of any type to personal or real property, including my home, sustained during my use of the Equipment.
- I agree the City of Carlsbad, including the Library, is not responsible for any bodily injuries or death caused by use of the Equipment.
- I acknowledge that if I have a unipolar left-sided pacemaker to which I am not pacemaker dependent, I will consult my doctor before using the Equipment.
- I understand that some hearing aids experience interference or other noise when induction cooktop is in use.
- I acknowledge that the City of Carlsbad, including the Library, has no ability and no duty to supervise, instruct, or otherwise control my use or maintenance of the Equipment, or the use or maintenance of the Equipment by any other person.
- I agree to read and follow the cleaning instructions with the Equipment. If Equipment does not contain cleaning instructions at time of check-out, I will notify Library branch staff immediately so that I can be provided with a copy of the cleaning instructions before leaving the Library premises.
- I agree to return all Equipment in clean and working condition. I understand that I may be charged a replacement fee if the equipment is returned damaged or not in working order.
- I understand that the Equipment cannot be returned in a Library book drop box or through the Library's Automated Materials Handling system and must be returned in person at a Carlsbad City Library Accounts Desk.
- I state that I am eighteen (18) years of age or older, and have the capability and



experience necessary to use the Equipment I am borrowing; I will use the Equipment for its intended purpose; I will maintain the Equipment in a safe and proper manner during the period that I am borrowing and using it; I will not allow any other person to use the Equipment I am borrowing.

IN CONSIDERATION OF BEING PERMITTED TO BORROW THE EQUIPMENT, TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, I HEREBY FOR MYSELF AND FOR MY HEIRS, SUCCESSORS AND ASSIGNS, AGREE TO DEFEND, INDEMNIFY, RELEASE AND HOLD HARMLESS THE CITY OF CARLSBAD, INCLUDING CARLSBAD CITY LIBRARY, AND ITS RESPECTIVE DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS FROM ANY AND ALL LIABILITY, LOSS, CLAIMS, COSTS (INCLUDING ATTORNEY'S FEES AND EXPERT COSTS) AND DEMANDS, ACTIONS OR CAUSES OF ACTIONS FOR ANY LOSS, INCLUDING BUT NOT LIMITED TO, THE DEATH OR INJURY TO ANY PERSONS, AND FOR ANY DAMAGES TO PROPERTY SUFFERED OR INCURRED BY MYSELF OR ANY PERSON WHICH ARISES OR MAY ARISE OR BE OCCASIONED IN ANY WAY FROM THE TRANSPORT, LOADING, UNLOADING, PICK-UP, DROP-OFF, CLEANING OF, FAILURE TO CLEAN, CLASSES ON, TRAINING REGARDING, USE OR STORAGE OF, OR ARISING OUT OF OR RELATED IN ANY WAY TO, THE EQUIPMENT I AM BORROWING FROM THE CARLSBAD CITY LIBRARY, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR FAULTY OR DEFECTIVE EQUIPMENT OR MAINTENANCE, ANY NEGLIGENCE OF THE CITY OF CARLSBAD, INCLUDING THE CARLSBAD CITY LIBRARY, OR CULINARY ACTIVITIES PARTAKEN IN CONJUNCTION WITH THE EQUIPMENT UNLESS OTHERWISE PROHIBITED BY LAW. IN NO EVENT SHALL THE CITY OF CARLSBAD, INCLUDING THE CARLSBAD CITY LIBRARY, BE LIABLE FOR ANY DAMAGES TO MYSELF OR ANY THIRD PARTY ARISING OUT OF OR CONNECTED WITH MY USE OF THE EQUIPMENT, AND I HEREBY RELEASE THE CITY OF CARLSBAD, INCLUDING CARLSBAD CITY LIBRARY, FROM ANY SUCH LIABILITIES.

I AFFIRM THAT I HAVE READ AND FULLY UNDERSTAND THIS WAIVER AND INDEMNIFICATION AGREEMENT.

Date: \_\_\_\_\_

By:

\_\_\_\_\_  
(sign here)

\_\_\_\_\_  
(print name/title)

**Carlsbad City Library**  
1775 Dove Lane  
Carlsbad, Ca 92011  
442-339-2011 p | 760-602-7942 f

**Georgina Cole Library**  
1250 Carlsbad Village Drive  
Carlsbad, CA 92008  
442-339-2870 p | 760-434-9975 f

**Library Learning Center**  
3368 Eureka Place  
Carlsbad, CA 92008  
442-339-5500 p | 760-729-8150 f