



Deed of Release from Liability

1. I acknowledge that I am over 18 years of age, I am capable and experienced in using the tools I am borrowing from the Brunswick Tool Library Inc (“BTL”), and that I will use the tools I am borrowing in a proper manner.
2. I acknowledge and agree that use of tools borrowed by me may be dangerous and could result in accidents happening. I acknowledge and agree that there is a possibility of an accident causing injury, death or property damage or loss and my use of any BTL tools is at my own risk. 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 is in any way connected with my use or loan of any BTL tools.
3. I acknowledge that the BTL and its officers, committee members, employees, agents, contractors, successors and assignees (“BTL Representatives”) will not be liable for any present or future claim, loss, liability, damage, cost or expense (whether arising under statute, from negligence (but excluding gross negligence), personal injury, death, property damage or infringement of third party rights or otherwise) that arises as a result of any act, matter or thing done, permitted or omitted to be done which is in any way connected with my use or loan of any BTL tools. I acknowledge and agree that the BTL and the BTL Representatives do not make any warranty that the tools provided will be fit for the purposes for which they are supplied. I acknowledge that, to the extent that any warranty is implied it is excluded to the full extent permitted by law.
4. I agree to indemnify and keep indemnified the BTL and the BTL Representatives against any present or future claim, loss, liability, damage, cost or expense which may be incurred by the BTL or any or all of the BTL 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 BTL tools.
5. I acknowledge and agree that a term (or part or parts thereof) of this release and indemnity will not apply where the term contravenes the law of the relevant jurisdiction under which any legal action is legitimately taken, however such terms (or part or parts thereof) are severable and do not invalidate the remaining terms.
6. I affirm that the above information is current, true and correct; that I have also read and fully understand and agree to the Borrowing Rules of the BTL; and I understand that failure to comply with any of these rules may result in revocation of my borrowing privileges.