



# Medina County District Library

## Equipment User Agreement & Release of Liability

Virginia Wheeler Martin Family History & Learning Center • 330-722-2681

Thank you for your interest in the Virginia Wheeler Martin Family History & Learning Center (“Center”) operated by Medina County District Library (“Library”). In consideration of the undersigned (“User”) being permitted to use the Center’s resources, tools, and equipment (collectively “Equipment”), User (or a responsible adult on their behalf) agrees as follows:

1. This Equipment User Agreement and Release of Liability (“Agreement”) will remain in effect for any future visits to the Center. Failure to abide by the terms herein and all applicable Library policies and procedures (as amended from time to time) will result in suspension or loss of Center privileges.
2. The Center’s Equipment may only be used by a User who is at least twelve (12) years of age. If the User is under the age of eighteen (18), a responsible adult’s signature is required on this Agreement.
3. User agrees to participate in all training required by the Library to use Center Equipment. Center staff cannot guarantee successful results of projects.
4. Digital designs and files must be saved to User’s personal storage. Files left on Center computers or equipment will be deleted after 30 days.
5. User agrees not to violate any local, state, or federal ordinances, regulations, or laws, including all applicable copyright laws, licensing agreements, and intellectual property laws. User is responsible for obtaining their own protections for any intellectual property developed in the Center.
6. The Library has the right to halt, delete, or prohibit the creation of items that the Library believes, in its sole discretion, violate Library policy or applicable law.
7. Equipment reservations are required and can be made by contacting Center staff. Same-day reservations may be available. The Library does not guarantee the availability of any Equipment. Reservations are forfeited when a User is more than 20 minutes late without notification of Center staff.
8. Equipment use is limited to three hours per tool, per day. During peak demand, reservations may be limited and hours of use reduced. User may request additional time by speaking with a Center staff member. User must clean workspace, as appropriate, prior to the time the Center closes.
9. User agrees to pay any Library charges or fees for use of the Center facilities, Equipment, supplies, materials, and services. User also agrees to pay for damage, loss or clean-up of Library property related to their use of the Center, as determined by Library in its sole discretion.
10. In consideration of being permitted to use the Center facilities, Equipment, and services, User on behalf of themselves, their heirs, executors, administrators, successors, and assigns hereby releases, waives, and discharges Library, its officials, directors, officers, trustees, agents, employees, volunteers, attorneys, insurers, successors, and assigns (hereinafter “Releasees”) from any and all liability, claims, demands, actions and causes of action, arising out of or related to any damage, loss, or injury, including death, that may be sustained by User in connection with User’s use of the Center facilities and/or use of the Equipment. User further agrees to defend, and indemnify Releasees from any and all liability, claims, demands, actions and causes of action, including any claims for attorney fees, consultant, medical fees, and litigation costs, arising out of or related to any damage, loss, or injury, including death, which may be sustained by User or any third party, related to or arising out of User’s use of the Center and/or its Equipment.
11. User agrees that any action brought against Releasees related to this Agreement shall be brought in Medina County. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision here.

**For User age eighteen or over:**

I, the undersigned, state I am at least eighteen years of age and fully competent; have read this Agreement, have no questions about its meaning, and voluntarily accept the terms of this Agreement by signing my name below.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Email address \_\_\_\_\_ Phone \_\_\_\_\_

**Any User under eighteen years of age must have a responsible adult sign this Agreement on their behalf:**

I, the undersigned, am the responsible adult of \_\_\_\_\_ (print name).  
I am at least eighteen years of age and fully competent; I state that I have read the above Agreement, I have no questions about its meaning, and I voluntarily consent to and accept the terms by signing my name below.

Responsible adult signature \_\_\_\_\_ Date \_\_\_\_\_

Printed name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Email address \_\_\_\_\_ Phone \_\_\_\_\_

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**For Staff Use Only:**

Accepted by (staff name) \_\_\_\_\_ Date \_\_\_\_\_

Equipment Used \_\_\_\_\_

State ID number of responsible adult \_\_\_\_\_

Retention requirement: This document must be filed and retained in accordance with the library's retention policy.