



## LIBRARY OF THINGS POLICY Kent Free Library

*Approved: 8/21/2025*

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### Library of Things Policy

The Library of Things is a collection of non-traditional library items that complement Kent Free Library's mission of empowering the community through information, education, and recreation.

To borrow an item from the Library of Things, Portage Library Consortium cardholders must have a valid library account in good standing. Library accounts must be active, include a current address, and have less than \$10.00 in fines and fees. Account types permitted to borrow from the Library of Things include Adult, Fine Free, Homebound, and Staff. Teacher and Homeschool account types are not permitted to borrow Library of Things items. However, teachers or homeschool adults may use a personal account to borrow these items.

Due to the costs and/or risks associated with some of these items, liability waivers are required before Library of Things items are borrowed. Signed waivers will be kept according to the Library's Record Retention Policy.

Interlibrary loan is not permitted and the library will not send Library of Things items to other locations. Library of Things items shall be picked up at and returned to Kent Free Library's Check Out Desk. Library of Things items should not be returned in the book drop or to other libraries.

Library of Things items may be borrowed for two weeks (14 days), with no renewals. Patrons are limited to borrowing one Library of Things item at a time per account. Library of Things items may be placed on hold by Kent Free Library cardholders.

The overdue fine for a Library of Things item is \$5.00 per day. Patrons are responsible for costs associated with loss or damage of Library of Things items and/or any included accessories.

See attached for the **Liability Waiver**.



## Library of Things Release of Liability, Waiver and Assumption of Risk

In consideration of my desire to borrow items from Kent Free Library's Library of Things collection, I hereby agree to all terms and conditions set forth in this release and waiver.

### Conditions of Use

- Library of Things items are used at the sole risk of the borrower. The Library makes no representation or warranty as to the fitness for use or condition of the items. I agree to keep and maintain the item in good condition, use it in an appropriate manner, and to comply with all manufacturer recommendations.

### Assumption of Financial Responsibility

- By borrowing Library of Things items, I understand that I am responsible for any applicable charges if a Library of Things item, and/or included accessories are damaged, lost, stolen, missing, or if the item is not returned to the Library by its due date. In the event that a Library of Things item is lost, stolen, damaged, or misplaced, I agree to pay the Library for either the replacement or repair cost of said item, at the discretion of the Library, regardless of the reason said item has been stolen, lost, damaged, or misplaced. Normal wear and tear are expected.

### Assumption of Risk

- I am aware and understand that there are certain risks of injury that may arise from the possession, use, or misuse of Library of Things items, including the possibility of danger, risk of injury, disability, death, damage to property, or other health effect. I understand that I am responsible for the safety of any age-appropriate audiences and will ensure any use by minors of items from the Library of Things is carefully supervised by an adult. I acknowledge that I am voluntarily using items from the Library of Things and accept full responsibility for all risks arising directly and indirectly from my possession, use of, or misuse of the Library of Things items, both known and unknown, regardless of cause.

### Release of Liability

- In consideration of my or my designee's use of the equipment lent by Kent Free Library, I hereby expressly release, discharge, waive, and hold harmless the Kent Free Library, its employees, officers, the Board of Trustees, agents, and affiliates for any injury, disability, loss, damage, death, any health effect, or property damage arising out of or attributable to using items from the Library of Things. I agree to indemnify, hold harmless, and forever release and discharge the Library, its employees, officers, the Board of Trustees, agents, and affiliates from liability, including, but not limited to, any claims for personal injury and against any and all third party claims, losses, damages, and actions.

I have read and understand the terms of this agreement. I understand that this agreement covers each and every item of equipment I borrow from the library. I sign it freely and voluntarily.

Borrower Name (Print): \_\_\_\_\_ Date: \_\_\_\_\_

Borrower Signature: \_\_\_\_\_