

## Tool Loan Program Policy and Liability Waiver



By approving this agreement I affirm that:

- I am a Hamilton County Indiana resident and intend to use the tool in Hamilton County.
- I understand that all borrowed tools and equipment are the property of the Hamilton County Soil and Water Conservation District (HCSWCD).
- I understand that all items need to be returned in the same working condition as they were issued, barring normal wear and tear. Tool should be returned clean and with all associated pieces and guards.
- I understand that HCSWCD is not responsible for any manufacturing defects or the quality or workmanship of borrowed tools.
- I agree that if any borrowed tool becomes unsafe or in a state of disrepair, I will immediately discontinue use of the tool and return it to HCSWCD.
- I will keep all tools in a secure location protected from weather and theft.
- I certify that I am capable of using and will use the tools in a safe manner. I accept responsibility for instruction and oversight of tool's use by other individuals during my loan period.
- I understand that instructions for tool use are available via the myTurn platform, the SWCD Tool Loan webpage, and from the SWCD by request.
- I understand that my credit card number will be kept on file and if I do not return the tool by the specified due date a late fee of \$5 per SWCD business day per item will be charged to my card. If I return the tool damaged from improper use I will be charged the retail price of the tool(s).

I state that I am capable and experienced in using the tools I am borrowing, and that I will use the tools I am borrowing in a proper manner. I do hereby for myself, on behalf of my successors and assigns, in consideration of being permitted to borrow tools, waive any and all claims against Hamilton County and HCSWCD, its officers, agents, and employees for any injury or injuries of any nature that I may suffer or incur in the use of the tools that I am borrowing from HCSWCD. I agree to release and indemnify and hold harmless Hamilton County and HCSWCD, its officers, agents, and employees from any and all liability, loss, claims, and demands, actions, or causes of action for the death or injury to any persons and for any property damage suffered or incurred by any person which arises or may arise or be occasioned in any way from the use of tools I am borrowing from HCSWCD. I am aware that HCSWCD, its partners, directors, officers, members, and employees claim no expertise and make no representation concerning the fitness of any tool for any particular use. I fully understand this Liability Waiver and relinquish any and all claims against Hamilton County and HCSWCD, its officers, agents, and employees.