

LIABILITY WAIVER & PARTICIPATION AGREEMENT
Chippewa Valley Tool Library (CVTL)

IMPORTANT: PLEASE READ CAREFULLY.

This agreement affects your legal rights. You are not required to participate in CVTL activities or to check out tools. Participation is voluntary.

1. Acknowledgment of Activities and Risks

I understand that participation in Chippewa Valley Tool Library activities including borrowing, transporting, using, repairing, or learning to use tools carries inherent risks. These risks include, but are not limited to:

- cuts, punctures, lacerations
- eye injuries
- repetitive-use injuries
- impact injuries from dropped or malfunctioning tools
- property damage
- serious injury from power-tool operation

I understand that tools may be old, refurbished, or used, and may have defects unknown to CVTL. I agree that I am responsible for using tools safely, following instructions, wearing appropriate protective gear, and seeking training where needed.

2. Voluntary Participation

I understand that CVTL Participantship and tool use are entirely voluntary, and I may choose not to participate at any time. I acknowledge that I may ask questions about the risks and my responsibilities before signing this agreement.

3. Waiver and Release and Indemnification

Waiver and Release: Participant hereby acknowledges and agrees that using power and other tools can be an inherently dangerous activity and carries a risk of injury or death to persons, including Participant, and a risk of damage to property. Participant hereby waives and releases any and all claims of liability for negligence against the Tool Library for personal injury or death arising out of the use of any tool or tools used by Participant the belong to the Tool Library. Participant further waives and releases any claim for negligence against the Tool Library for damage to

Participant's property while using any tool belonging to the Tool Library. Participant acknowledges that using power and other tools can be a dangerous activity to himself/herself and others and for himself/herself, and personal representatives, heirs, and next of kin, hereby releases, waives, discharges and covenants not to sue the Tool Library and its agents, lessees, employees, volunteers, personal representatives, assigns, heirs and next of kin (hereinafter "Releasees") for any and all loss or damage, and any claim or damage therefor, on account of injury to the person or property of Participant or injury resulting in the death of Participant or otherwise while Participant is using any tool or tools borrowed from or belonging to the Tool Library. Participant hereby assumes full responsibility for and risk of bodily injury, death or property damage or otherwise while using any tool or tools borrowed from or belonging to the Tool Library. Participant expressly agrees that this release and waiver is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin and that if any portion of this section is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Indemnification of the Tool Library: Participant hereby agrees to defend, indemnify and hold harmless the Tool Library, its employees, volunteers, and agents from and against any and all claims, lawsuits, losses, liabilities, penalties, damages, claims, judgments, costs and expenses, including without limitation attorneys' fees, whatsoever arising out of the exercise of the rights under this Agreement by Participant or based upon any act or omission on the part of any of Participant or Participant's employees, servants, agents, guests, and invitees, in relation thereto. The Tool Library shall not be liable, in any manner, shape or form for injury or damage to any person or persons or property arising out of rights granted under this Agreement or the use of the tools thereunder. Participant agrees to defend and hold the Tool Library harmless against all costs, expenses, liabilities, losses, fines, penalties, claims and demands, arising out of any violation or act of default of Participant in the conditions and covenants of this Agreement. Participant shall indemnify the Tool Library from all liability, loss, or damage claims or obligations resulting from any injuries or losses of this nature.

4. Responsibility for My Own Conduct

I agree that I am responsible for using tools safely, determining whether I have the skill and physical ability to use a tool, and stopping use immediately if I feel unsafe. I understand CVTL does not supervise tool use offsite.

If I cause injury or property damage through my own actions, I understand I may be financially responsible for the consequences of those actions.

5. Severability and Wisconsin Law

This agreement is governed by Wisconsin law. If any portion of this agreement is found unenforceable, the remaining sections shall continue in full force to the extent allowed by law.

Any legal action relating to this agreement shall be brought in Wisconsin courts.

7. Photo/Media Release (Optional) (check one)

☐ YES, I grant permission for CVTL to use my photo or likeness for educational or promotional purposes.

☐ NO, I do not grant permission.

8. Participant Acknowledgment

By signing below, I acknowledge that:

- I have read and understand this agreement;
- I understand that participation involves risks inherent in tool use;
- I am signing voluntarily and not under obligation;
- No verbal promises or statements have been made to modify this agreement;
- I am at least 18 years old.

Participant Name (Printed): _____

Participant Signature: _____

Date: _____

Witness: _____