

Liability Waiver

I acknowledge that all tools available for hire from the Gap Filler Trust t/a the Tool Lendery, Christchurch Central (the "**Tool Lendery**") are for the use of Tool Lendery members only, and are strictly for home use.

I agree to clean any tools I borrow (**Borrowed Tools**) before returning them.

I acknowledge that I am responsible for any damage to the Borrowed Tools while they are hired to me, and that I must report any damage to the Borrowed Tools to the Tool Lendery immediately.

I state that I am capable and experienced in the use of the Borrowed Tools, and that I will use the Borrowed Tools safely; for their intended purpose; and in a controlled environment.

I confirm that either:

- I have been provided with the personal protection equipment necessary for the operation of the Borrowed Tools; or
- I already have all the necessary safety equipment for use with the Borrowed Tools.

To the maximum extent permissible at law, I waive any and all claims against the Tool Lendery and its employees for any injury or injuries of any nature that I may suffer or incur in the use of the Borrowed Tools.

To the maximum extent permissible at law, I agree to release, indemnify and hold harmless the Tool Lendery and its 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 the Borrowed Tools. I am aware that the Tool Lendery, its partners, members, and employees claim no expertise and make no representation concerning the fitness of any tool for any particular use.

I affirm that the personal information I have provided is current true and correct and may be subject to verification.

I further state that I have read and fully understand the rules and regulations of the Tool Lendery as stated in the Borrowers Agreement & Tool Use Policy, and I understand that failure to comply with any of these rules may result in revocation of my borrowing privileges and/or legal action against me.

I have read and signed this Liability Waiver form, relinquishing, to the maximum extent permissible at law, any and all claims against the Tool Lendery and its employees.