



City of Morgan Hill Induction Cooktop Loaner Program

BORROWER AGREEMENT, RELEASE AND WAIVER OF LIABILITY

I, _____, am a resident of the City of Morgan Hill and am borrowing a countertop induction cooktop and pan (the "Equipment") free of charge from the City of Morgan Hill to experience cooking with induction technology.

As a condition of borrowing the Equipment, I acknowledge and agree to the following:

- 1) I agree that I will review the specifications of Equipment and will be aware of its limitations and uses before use. I agree that I will be solely responsible for injuries of any type or damage to my home or business or property sustained during my use of the Equipment.
- 2) I understand that the Equipment is intended to allow me to experience electric cooking technology. I understand that the Equipment is not meant for commercial use, and I agree to operate the Equipment per manufacturer's instructions and use the Equipment solely for residential and educational purposes.
- 3) I recognize and accept the inherent dangers and risks in the transport, loading, unloading, and use of Equipment including the risks associated with culinary activities in which I will use the Equipment. I agree that my use of the Equipment is completely voluntary.
- 4) I acknowledge that the City of Morgan Hill has no ability and no duty to supervise, instruct, or otherwise control my use or maintenance of the Equipment, or the use or maintenance of the Equipment by any other person, and does not represent or warrant in any way that the Equipment I am borrowing is appropriate for my intended use.
- 5) I understand that it is my responsibility to promptly notify Morgan Hill staff at (408) 310-4169 or email environ@morganhill.ca.gov if I have any issues with the Equipment.
- 6) I state that I am eighteen (18) years of age or older, and have the capability and experience necessary to use the Equipment I am borrowing; I will use the equipment for their intended purpose; I will maintain the Equipment in a safe and proper manner during the period that I am borrowing and using it; I will assume any risk resulting from the Equipment being used by anyone else other than myself.
- 7) I have inspected the Equipment and accept it in its "as is" condition. I have noted all damage or defects and advised City of Morgan Hill staff of my findings, if any.
- 8) I will return the Equipment to the City of Morgan Hill during normal business hours within two (2) weeks.

In consideration of being permitted to borrow the equipment, I hereby for myself and for my heirs, successors and assigns, agree to defend, indemnify, release and hold harmless the City of Morgan Hill, and its respective directors, officers, agents, and employees, from any and all liability, claims, and demands, actions or causes of actions for any loss, including but not limited to, the death or injury to any persons, and for any damages to property suffered or incurred by myself or any person which arises or may arise or be occasioned in any way from the transport, loading, unloading, use, or storage of, or arising out of or related in any way to, the Equipment I am borrowing, including, but not limited to, any claims for faulty or defective equipment or maintenance, any negligence of the City of Morgan Hill, or culinary activities partaken in conjunction with the equipment. In no event shall the City of Morgan Hill be liable for any damages to myself or any third party arising out of or connected with my use of the Equipment, and I hereby release the City of Morgan Hill from any such liabilities.

I AFFIRM THAT I HAVE READ AND FULLY UNDERSTAND THIS WAIVER AND INDEMNIFICATION AGREEMENT AND AGREE TO ITS TERMS.

I will return the equipment to 660 W Main Ave, Morgan Hill, CA 95037 on or before the Equipment Return Due Date.

Print Name

Date

Signature

Mailing Address

Email Address

Phone Number

Equipment Return Date (Filled in by Staff): _____