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# Deed of Release from Liability

This deed has a lot of legal-speak in it. But we need you to sign it and acknowledge that you understand any possible risks associated with use of the loaned equipment. If there are any parts of this deed that you don't understand, please don't sign it. Ask our volunteers for help or clarification - they will do their best, but they can't give you legal advice. You'll need to consider your legal position for yourself.

Basically, this deed says that you understand Toolbox equipment can be dangerous, and if you get hurt borrowing/using it, it's your fault, not ours (unless we broke the law).

Please read and agree to the following. We've written “*(In other words:...)*” after some of the more confusing parts to help you understand the general idea.

## Deed agreement:

1. I acknowledge that I am over 18 years of age, I am capable and experienced in using the equipment I am borrowing from Community Toolbox Canberra (Toolbox), and that I will use the equipment I am borrowing in a safe and proper manner.
2. I acknowledge and agree that use of equipment borrowed by me may be dangerous and could result in accidents, injury, loss or damage of various kinds. I acknowledge and agree that my use of any Toolbox equipment is at my own risk. I hereby assume, to the extent permitted by law, all risks of loss, damage or injury (including death) which may be sustained by me, or other people, which is in any way connected with my use or loan of any Toolbox equipment.

*(In other words: Toolbox equipment can be dangerous. I am responsible for any bad things that happen to me when I borrow or use Toolbox equipment.)*

3. I acknowledge that the Toolbox and its officers, committee members, employees, agents, contractors, successors and assignees, including those from the auspicing organisation SEE-Change (“Toolbox Representatives”), will not be liable for, and release these persons from, any present or future claim, loss, liability, damage, cost or expense (whether arising under statute, from negligence, personal injury, death, property damage or infringement of third party rights or otherwise) that arises as a result of any act, matter or thing done, permitted or omitted to be done which is in any way connected with my use or loan of any Toolbox tools. I acknowledge and agree that, to the extent that any warranty regarding any tool I am borrowing is implied by operation of law, it is excluded to the full extent permitted by law.

*(In other words: The Toolbox and its workers are not responsible for any bad things that happen to me when I borrow or use Toolbox equipment. There are some warranties, such as under consumer law, that can't be excluded in this document)*

4. I agree to indemnify and keep indemnified the Toolbox and the Toolbox Representatives against any present or future claim, loss, liability, damage, cost or expense which may be incurred by the Toolbox or any or all of the Toolbox Representatives as a result of any act, matter or thing done,



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permitted or omitted to be done by me or which is in any way connected with my use or possession of any Toolbox equipment.

*(In other words: The Toolbox and its workers are not responsible for any bad things I do with Toolbox equipment.)*

5. I acknowledge and agree that a term (or part or parts thereof) of this release and indemnity will not apply where the term contravenes the law of the relevant jurisdiction under which any legal action is legitimately taken, however, such terms (or part or parts thereof) are severable and do not invalidate the remaining terms.

*(In other words: If the Toolbox or its workers do have liability that cannot be excluded in this document, then they will be responsible for that. But the rest of this deed still counts.)*

6. I acknowledge and agree that the above information is current, true and correct; that I have also read and fully understand and agree to the Borrowing Terms and Conditions of the Toolbox; and I understand that failure to comply with any of these rules may result in revocation of my borrowing rights.

EXECUTED AS A DEED:

Signed by: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_