



# MEMBERSHIP APPLICATION

5 W. Northrup Place  
Buffalo, NY 14214  
[www.thetoollibrary.org](http://www.thetoollibrary.org)  
716-510-1745

## Waiver & Indemnification

I, \_\_\_\_\_ (print name), do hereby for myself, on behalf of my heirs, successors, and assigns, in consideration of being permitted to borrow tools, waive any and all claims against the Tool Library for any personal injury, illness, death, or liability resulting from or arising out of the carelessness, recklessness, negligence and/or fault of the Tool Library.

I, \_\_\_\_\_ (print name), do hereby for myself, on behalf of my heirs, successors, and assigns, in consideration of being permitted to borrow tools, agree to release and indemnify and hold harmless and defend the Tool Library, their offices, agents, volunteers, and employees from any and all liability, loss, claims, and demands, actions or cause 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 or possession of tools I am borrowing from the Tool Library.

I grant to the Tool Library its representatives, volunteers, and employees the right to take photographs of me and my property. I authorize the Tool Library, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that the Tool Library may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and web content.

The parties intend each provision to be severable and separate and apart from one another.

The parties agree that any and all disputes resulting in litigation will be commenced, litigated, and adjudicated only in the County of Erie, State of New York pursuant the laws of the State of New York.

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tool Library Staff Signature

\_\_\_\_\_  
Date