



Waiver and Release of Liability

For the lending and usage of circus equipment

The Circus: Galway Community Circus

The Borrower: Person signing up for the Circus Library

Terms and conditions:

1. The Borrower must be a current circus member; id est, they are enrolled in a circus class.
2. Once joining the library, the Circus will either give the Borrower a membership card if they are an adult or create a card and keep it if the Borrower is a minor. This card is only valid for one circus year. Only upon presentation of this card, a member from the Circus will lend equipment to the Borrower.
3. The Circus will keep record of all equipment lent to the Borrower, as well as the dates the equipment was borrowed and returned, in the Circus Library logbook. The Borrower can only borrow two prop set at the time and must return term in their entirety before being able to borrow other equipment.
4. The equipment listed in the logbook record is loaned "as is", with no warranties whatsoever. The equipment is loaned with the express understanding that the borrower accepts the equipment in its "as is" condition and assumes sole responsibility for its safety, operation

and maintenance while it is in their possession. The Borrower agrees to be financially responsible for, repairs of equipment that malfunctions or is damaged due to negligence or improper use while in the Borrower's possession. This includes transportation to and from site of use. No repair work will be undertaken by the Borrower without prior approval of the Circus. The parties agree that any warranties, expressed or implied, are excluded from this transaction and shall not apply to the equipment loaned.

5. The equipment will be returned to the Circus no later than one month after borrowing. If the Borrower is not able to return the equipment by this date, they must contact the Circus as soon as they are aware of any changes to their situation. The Borrower will be responsible for any additional costs incurred by the Circus to facilitate the return of the equipment.

Disclaimer of liability:

6. The Borrower agrees to indemnify and hold harmless the Circus for any and all claims or actions as a result of using the Circus' equipment whenever, or however the same may occur.
7. In consideration of the Borrowers use of the Circus' equipment, the Borrower hereby releases and covenants not-to-sue the Circus for any and all present and future claims resulting in personal injury, or wrongful death arising as a result of my engaging in, the use of the borrowed Circus equipment.
8. The Borrower hereby voluntarily waives any and all claims or actions resulting from ordinary negligence, both present and future, that may be made by the Borrower's family, estate, personal representative, heirs, or assigns.

By filling in the Circus Library membership form, the Borrower consents and agrees to the following:

1. I agree to follow and abide by the regulations and rules of the Circus as they pertain to the outlined equipment and to reimburse and make good to the Circus any loss, damage, or cost the Circus may have to pay as a result of my use of the borrowed equipment.
2. I understand the rights that I am waiving and that I am freely agreeing to the disclaimer of liability. I have read and fully understand that by agreeing to this agreement I am giving up legal rights associated with the borrowing of any Circus library equipment.

By filling in the Circus Library membership form, the Borrower confirms to have read and agreed to (1) the terms & conditions and (2) the disclaimer of liability of the Circus Library as stated above.

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Galway Community Circus:

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St Joseph's Community Centre

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