

Manningham Toy Library Waiver, Release and Indemnity for Bicycle and Scooters

The Manningham Toy Library ("Provider") is pleased to make bicycles and scooters available to subscribers ("the Service").

As a subscriber to the Service you acknowledge that there are dangers and risks inherent with bicycle and scooter riding ("the Activity") to which any child under your supervision ("Your Child") may be exposed.

The Provider does not provide protective clothing or bicycle helmets and it is your responsibility to ensure that Your Child wears a helmet at all times and is otherwise appropriately attired when participating in the Activity. You agree that Your Child will participate in the Activity at your own risk. You also agree to voluntarily assume responsibility for supervising the Activity and any injury, death or property damage you or Your Child may suffer or cause as a result of participating in the Activity.

To the maximum extent possible at law, you (both in your personal capacity and on behalf of Your Child) agree to release, hold harmless and indemnify the Provider and its respective officers, employees, servants, agents, and contractors (the "Indemnified Persons") against all actions, claims, suits, costs, expenses, demands and damages suffered or incurred by the Indemnified Persons or any one or more of them by reason of, or in respect of, or in any manner whatsoever arising out of, or caused by, your use the Service on the express condition that the Provider: (a) will, under no circumstances be liable or responsible in any manner whatsoever for any death, loss, accident, damage or injury to you, Your Child or any of your servants, agents, contractors, visitors, or invitees or any other person whatsoever ("Related Party") which may happen as a result of your use of the Service or Your Child participating in the Activity; and (b) will not incur or be under any liability whatsoever to you, Your Child, or to any Related Party for any loss, damage or injury to or in respect of any of your property or of any Related Party's property.

The Provider is not liable to you, Your Child or any Related Party in respect of any indirect or consequential loss. For the avoidance of doubt, 'consequential loss' means loss or damage arising from a breach of contract, tort (including negligence), under statute or any other basis in law or equity of an indirect or consequential nature including, but without limitation, loss of profits, loss of revenue, loss or denial of opportunity, loss of goodwill, loss of business reputation, future reputation or publicity, damage to credit rating and indirect, remote, abnormal or *unforeseeable loss, or any similar loss whether or not in the reasonable contemplation of the parties.*

Conditions of Membership

1. Each enrolled child may borrow 2 toys and 2 puzzles or games.
2. The loan period is for a maximum of 3 weeks. Late fines are payable for overdue items.
3. Only people living at the address listed above may borrow toys, which are to remain at that address for the duration of the borrowing period.
4. If a toy is missing a piece at the end of a borrowing period, members must re-borrow the whole item and attempt to find the missing piece. After that period, the member shall be fined according to the effect that the missing piece will have on the play value of the toy as a whole. This will be determined by the library manager. Fines for missing pieces are from \$2. If a puzzle is returned without pieces the member may be asked to pay the replacement cost of the puzzle, particularly if the puzzle is new. If missing pieces are found and returned, any fine paid shall be refunded.
5. Members who return badly damaged toys will be fined in accordance with the fine schedule, or dependent upon the damage, the amount to be paid will be set by the committee. In the event that a member's bond is used for repair or replacement, the member will be asked to renew their bond in order to continue borrowing.
6. All members must ensure helmets are worn while riding toy library balance bikes or scooters. It is the member's responsibility to provide their own helmet (see above)
7. Toys must be returned clean and dry. Members may be asked to clean toys at check-in or asked to re-borrow items and return them the next week in clean state.
8. Payment in full is due at the beginning of membership period. Yearly renewals are due by the end of the anniversary month of joining.
9. All members are required to undertake duty 4 times per year or however many times it is necessary to keep the toy library operating. At the beginning of membership application or renewal members are asked to commit to these duties or to pay duty levy of \$100 with committee's approval. Failure to attend scheduled roster duty will incur \$25 fine.
10. Upon receipt of a resignation form, the bond shall be refunded provided all items have been returned in good condition and all duties completed.
11. The toy library reserves the right to terminate membership and/or refuse membership renewal.