



# DC Tool Library Disclaimer and Waiver



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**DISTRICT OF COLUMBIA DEPARTMENT OF PARKS AND RECREATION (DPR)  
ACCIDENT WAIVER AND RELEASE OF LIABILITY  
FOR ADULTS PARTICIPATING IN DPR ACTIVITIES AND/OR TRIPS**

**Name of Activity, Event, Trip, or Program (“Activity”):** Use of DPR’s Tool Library Facilities and Equipment

**Date(s) of Activity:** Period of One Year from Date of Signature

**Location of Activity:** Any branch of DPR’s DC Tool Library

**Description of Activity:** Checking in/out and using tools on or off-site from any branch of the DPR’s Tool Library

I recognize that participation in the Activity, including transportation if applicable, can carry potential risks, including, but not limited to, bodily injury. I certify that I have not been advised to refrain from participating in the Activity by a medical professional. There are no health-related reasons or problems that preclude my participation.

**I ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS ACTIVITY**, including, but not limited to, any and all risks that may arise from the vehicles, equipment, and/or real and personal property, under the jurisdiction and control of the District.

I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident and/or illness during this Activity. However, this consent does not require the District to initiate medical care on my behalf. I agree to accept full responsibility for and to pay for the cost of medical care, transportation and any other incidental expenses arising from my participation in this Activity.

In consideration of participation, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors and assigns as follows:

(A) I **WAIVE, RELEASE, AND DISCHARGE** any and all District officials, agents, and employees, current and former, and/or representatives (each a “District Party” and collectively the “District Parties” or the “District”) from any and all liabilities, claims, penalties, suits, demands, judgments, costs, interest, and expenses (including, attorneys’ fees and costs) (each a “Loss” and collectively “Losses”) including, but not limited to, Losses from or connected to death, disability, personal injury, loss damage or theft of property or actions which may occur in connection with the Activity including traveling to and from this Activity arising from either the District’s or my own negligence, or from my own recklessness or intentional acts;

(B) I **AGREE TO INDEMNIFY AND HOLD HARMLESS** the District, for, from, and against any and all losses arising or resulting from participation in or travel to and from this Activity arising from either the District’s or my own negligence, and/or from my own recklessness or intentional acts;

(C) **THIS WAIVER, RELEASE AND DISCHARGE, AND INDEMNIFICATION SHALL NOT EXTEND TO** the gross negligence or intentional acts of District Parties acting within the scope of their employment.

(D) I **AGREE THAT I AM FULLY RESPONSIBLE** for not letting anyone use any tool I check out.

(E) **IF I HAVE BEEN APPROVED BY THE DPR COMMUNITY GARDEN SPECIALIST TO CHECK OUT MULTIPLE TOOLS FOR A VOLUNTEER EVENT** I take full responsibility to have everyone at this event sign the approved DPR waiver and release form. I take full responsibility for making



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sure no one uses a DPR tool without the approved DPR waiver and release form. I take full responsibility for everyone at the volunteer event and waive all liability from DPR.

**(F) I AGREE TO PAY ANY FEES** that I accrue such as but not limited to late fees, cleaning fees, tool damage fees and missing tool fees within 10 days of any fee being invoiced.

**(G) I RECOGNIZE AND UNDERSTAND THAT FAILURE TO PAY FEES WITHIN TEN DAYS** will result in immediate removal of the program and possible civil fines pursuant to D.C. Official Code 10-137.01 (e).

**(H) I VERIFY THAT ALL INFORMATION SUBMITTED** during the DPR Garden Tool Share Program [aka the DC Tool Library] registration is valid and up to date.

I certify that I have read this contract and that I am at least 18 years old and can sign this contract on my own behalf, and that I fully understand its content. I am aware that this is a release of liability and a contract made in consideration of my participation in the Activity and/or travel to and from this activity. I certify that the information provided by me is true.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Telephone Number \_\_\_\_\_

Full Address (Including Street Address and City and State)

\_\_\_\_\_  
\_\_\_\_\_

Emergency Contact Name and Telephone Number \_\_\_\_\_

\*\*\*Request for an accommodation

I further certify that the agreement above applies also to DC Tool Library and its volunteers, which operate in partnership with DPR. I am aware that this is a release of liability and a contract made in consideration of my participation in the Activity, use of equipment, and/or travel to and from this activity. I certify that the information provided above by me is true.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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