

## **Petersburg Public Library Mobile Device Borrowing Agreement**

### **Check It Out! Blood Pressure in Libraries Loaner Program**

**To borrow a blood pressure monitor from the Library, you must agree to the following terms:**

#### **Checkout and Return Procedures**

- Devices include the BP monitor, upper arm cuff, tubing, batteries, and protective case.
- Devices can only be checked out by an adult (18+) with a Petersburg Public Library account in good standing.
- All devices are designated for a 7-day loan period and can be renewed up to 2 times if other patrons do not have a hold on the item.
- Devices must be checked out and returned to the circulation desk of the library. Do NOT return the device in a book drop
- Devices need to be brought back to the library to be renewed.

#### **Community Health Worker Follow-Up**

- Patrons will be contacted over the phone by a local Community Health Worker (CHW) employed by either Central Virginia Health Services (CVHS) or the Crater Health District (Health Department).
- CHWs offer additional support to ensure patrons are getting accurate readings, answer any questions the patron may have, and encourage the patron to follow-up with a healthcare provider for ongoing management of high blood pressure.

#### **Failure to Return, Damage, Charges**

- I agree that I am responsible for and will have my Library account charged the full replacement cost of the device if it is not returned by the due date.
- I agree to use ONLY the given power supply/charging unit with device
- I agree I will notify Library staff immediately if the device is damaged or defective upon receipt.
- I understand that I am personally responsible if the device is lost, stolen, or damaged.
- I agree to pay all repair/replacement costs resulting from damage or loss (including theft) of the device while it is checked out in my name.
- I understand that lost, stolen, and unreturned devices will be charged at the greater of full replacement cost.
- Replacement Costs are as follows:
  - Blood Pressure (BP) Monitor: \$150.00
  - Upper Arm Cuff: \$50.00
  - Carrying Case: \$25.00
  - AC Adapter or Batteries: \$10.00

#### **LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

The Petersburg Public Library (“Library”) offers patrons the opportunity to check-out blood pressure monitors (“BP Monitors”) solely under the terms set forth in this document. The person signing below is referred to herein as the “Participant”, and this document entitled

“Liability, Assumption of Risk, and Indemnity Agreement” is referred to herein as the “Agreement”. Except as otherwise specifically and explicitly set forth herein, nothing herein is to be construed to waive, limit, or otherwise impair the Library’s immunity from suit under applicable law, by contract or otherwise.

Use of the BP Monitors is strictly voluntary and **not intended for medical diagnosis**. BP Monitors are made available to patrons, including Participant, solely to produce general information only. Use of the BP Monitors by patrons, including Participant, is not intended to result in, or to be construed, as medical advice, diagnosis, and treatment by physicians, and/or patients or other individuals, and is not a substitute for consultations with qualified health professionals who are familiar with any patient’s individual medical needs. The health screening measurements, tests, explanations, etc. do not establish a physician-patient relationship. Participant understands that any concerns about their health should be immediately addressed by a physician, and that it is the Participant’s responsibility, and not that of the Library or other organizations associated with the Check It Out! Blood Pressure in Libraries program, to schedule a visit with a healthcare provider in order to confirm the results of the health screen and to obtain advice and treatment from a healthcare provider.

In consideration of being permitted to check-out and otherwise use one or more of the BP Monitors solely for the Participant’s sole and exclusive personal use (the “Permitted Use”), I, the Participant, on behalf of myself, my executors, heirs, administrators and assigns, hereby voluntarily agree, to the furthest extent permitted by law, to release, waive, discharge, indemnify, hold harmless, and agree not to sue the Library, its employees, agents, volunteers, or other associates, for any and all claims, damages, costs, attorney’s fees, or causes of action which I have or may have in the future, or which third parties have or may have in the future, as a result of damages, injuries, including death, relating to the Permitted Use or BP Monitors, arising out of or incident to any negligent act or omission by the Library, its employees, agents, volunteers, or other associates. I knowingly and voluntarily give up valuable legal rights, including the right to sue. Further, I shall defend at my own expense, including attorney’s fees, with an attorney selected by the Library, the Library in any action or proceeding, legal, administrative or otherwise, based upon such acts, omissions or willful misconduct.

I understand and agree that there exists risks of harm associated with participating in the Permitted Use and BP Monitors that may give rise to bodily injury, death and/or property damage. These risks include, but are not limited to, those hazards associated with **malfunctions of the BP Monitors or improper use of the BP Monitors**. I further understand and agree that there may be risks and dangers not known or reasonably foreseeable at this time. I understand and agree that included within the scope of this waiver and release is any cause of action, arising from the performance of or the failure to perform maintenance, inspection, supervision or control of the BP Monitors, or the failure to warn of existing dangerous conditions not known to or reasonably discovered by the Library, including all acts

of negligence of the Library. These risks and dangers may be caused by me, the negligence of others, or by the negligence of the Library, its employees, agents, volunteers, or other associates. I knowingly and voluntarily assume full responsibility for these risks arising out of or related to my Permitted Use or the BP Monitors to the furthest extent permitted by law.

**I HAVE CAREFULLY READ, AND I UNDERSTAND, ACKNOWLEDGE AND AGREE TO THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT. I UNDERSTAND THAT I AM GIVING UP VALUABLE LEGAL RIGHTS BY SIGNING THIS AGREEMENT, AND THAT THIS AGREEMENT REPRESENTS A CONTRACT BETWEEN MYSELF AND THE PETERSBURG PUBLIC LIBRARY. I HAVE AGREED TO SIGN THIS AGREEMENT OF MY OWN FREE WILL.**

**FULL NAME (PRINT)**

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**SIGNATURE**

**DATE**

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**STAFF USE ONLY**

STAFF INITIALS \_\_\_\_\_

DATE \_\_\_\_\_

CUSTOMER RECEIVED SIGNED COPY OF THIS DOCUMENT \_\_\_\_\_