

HENDERSON COUNTY PUBLIC LIBRARY PRESERVATION STATION USE AGREEMENT

In consideration of Henderson County Public Library (HCPL) granting to the undersigned (Library User) access to and the use of HCPL's "Preservation Station," Library User agrees as follows:

1. Library User accepts full responsibility for using the Preservation Station to reproduce or otherwise copy digital or other materials and accepts full responsibility for protecting Library User's property in using the Preservation Station. Library User acknowledges that HCPL has not made any representations or warranties respecting any of its equipment, or the capabilities of the equipment in the Preservation Station. Library User uses the Preservation Station and the equipment therein at Library User's own risk and HCPL has no responsibility for any damage or loss caused to Library User during Library User's use of the Preservation Station. Library User will bear financial responsibility for the cost, repair, or replacement of HCPL's equipment caused by Library User for any misuse of the equipment, beyond normal wear. HCPL makes no representation or warranty with respect to its equipment. Library User represents that Library User has or will acquire the expertise to use the equipment in the Preservation Station, with the understanding that Library User must show proof of expertise before access is allowed. Library User is cautioned to make copies before deleting any recordings. For security and privacy, all Preservation Station equipment is regularly erased and cannot be recovered. Equipment that uses removable media storage cards or has hard drives for media storage will be erased upon return and cannot be recovered.

2. Library User agrees that Library User will not, under any circumstances, initiate any legal action against HCPL, its users, volunteers, guests, and agents, nor will Library User assist in the prosecution of any such legal action filed by another, arising out of an injury or damage to person or property arising during any use of the Preservation Station. This extends to include the heirs, executors, administrators, or assigns of Library User.

3. Library User may not use the Preservation Station for commercial purposes and may only use the Preservation Station for personal use. In using the Preservation Station, the user will comply with all fair use and copyright laws. U.S. copyright law provisions for fair use of music, artwork, and other creative works are extremely restrictive. The Preservation Station equipment may not be used to illegally upload, download, file share, duplicate, or copy copyrighted materials including software, music, videos, and graphics. This includes the use of online services that facilitate the unlicensed sharing of media files. Duplication of commercial CDs or DVDs is not permitted. Concerns about copyright infringement extend to the use of equipment to duplicate copyright-protected documents and graphic materials. Library User

assumes all responsibility for observing copyright restrictions when using scanners in the Preservation Station. The Preservation Station may not be used for campaigning, taking surveys, or soliciting for any cause. HCPL will not provide any assistance that indicates an endorsement of any religious organization or political campaign for public office. Library User will indemnify and hold harmless Library from any intellectual property infringement claim brought against Library as a result of Library User's use of equipment.

4. Library User agrees to comply with HCPL's rules of conduct and the HCPL's public library computer use policy and may be refused access and/or lose full library privileges for any violation of the rules of conduct, the computer use policy, the terms of this agreement, or any other HCPL policy.

5. Library User must provide digital media storage for any desired files. These can include blank CDs, DVDs, flash drives, portable hard drives, smart phones, etc. Any files that are left on the Preservation Station equipment will be deleted without prior notification to Library User. HCPL is not responsible for any equipment or files left behind in the Preservation Station.

6. All minors must be accompanied at all times by a parent or guardian.

7. Food and drinks are not permitted in the Preservation Station. HCPL reserves the right to limit the number and length of sessions and the number of appointments per month for any user, or any group of users.

8. Preservation Station may only be used for safe and lawful purposes. HCPL reserves the right to refuse to print material at staff's discretion. Library User may not use HCPL's Preservation Station to create materials that are:

- a. prohibited by local, state or federal law.
- b. unsafe, harmful, dangerous or that pose an immediate threat to the well-being of others.
- c. likely to fail or print incorrectly or likely to cause damage to the Preservation Station.
- d. in violation of another's intellectual property rights.

9. LIBRARY USER HEREBY RELEASES HCPL FROM ANY AND ALL LIABILITY RELATING TO INJURIES AND DAMAGES THAT MAY OCCUR DURING LIBRARY USER'S USE OF THE PRESERVATION STATION AND LIBRARY USER WILL HOLD HCPL HARMLESS FROM ANY LIABILITY FOR ANY CLAIM, DEMAND, LOSS OR DAMAGES WHICH MAY BE SUSTAINED AND SUFFERED

INCLUDING DAMAGE TO PROPERTY, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART, BY HCPL OR OTHERS SUSTAINED DURING LIBRARY USER'S USE OF THE PRESERVATION STATION.

LIBRARY USER HAS READ THE ABOVE WARNING, WAIVER, RELEASE, AND ASSUMPTION OF RISK. LIBRARY USER FULLY UNDERSTANDS ITS CONTENTS, AND LIBRARY USER HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS DOCUMENT. LIBRARY USER HEREBY SIGNS THIS DOCUMENT VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO LIBRARY USER AND INTENDS LIBRARY USER'S SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.

Dated: _____

Signature

Printed Name

Parent or Guardian (if Participant is under 18 years of age)

Contact Information:

Library Card Number:
