

Technology Services

Liability Release, Waiver, and Indemnity Agreement for Personal Computer Support Services

Computer or any technology device assistance provided by the Technology Librarian at Pease Public Library is free of charge, done on a first-come, first-served basis, and is only during the available timeslots provided on the “Ask Your Technology Librarian” form. There may be circumstances under which the Technology Librarian may not be available to provide this service computing equipment. The Technology Librarian reserves the right to refuse installation of hardware and/or software if staff believes that such installation may cause damage or create problems once installed.

The Technology Librarian may troubleshoot most technology with patrons, but the role of the Technology Librarian is not Information Technology (I.T.) which includes; computer programming, network administration, computer engineering, Web development, and some technical support. Work performed by the Technology Librarian may void existing equipment warranties, and in the process of working on computer equipment, there is a potential for data loss. If, in the process of working on computer equipment, material is discovered which indicates a possible violation of state or federal law, the Technology Librarian will forward this information to the appropriate department or law enforcement agency.

Please initial:

1. _____ I, the undersigned, am the owner of the computer, peripheral, or other technology property described below. I have asked the Pease Public Library to assist me with a technology problem or question.
2. _____ I understand that the provision of technology services by the Pease Public Library can involve certain risks to my computer, peripherals, and other technology property. I accept those risks.
3. _____ By signing this form, I hereby release, indemnify, discharge, and hold harmless the Pease Public Library, the Technology Librarian and the Town of Plymouth, officers, appointees, agents, employees, and volunteers (“Released Parties”) from all loss, liability, damages, expense, costs, and/or claims which I might have arising out of, or related to, the services provided by the Pease Public Library, even if such loss, liability, damages, expense, costs and/or claims were caused by any of the Released Parties. This release also includes, but is not limited to, data loss, lack of function of the computer, and/or damage to peripherals, software and/or any other technology property.
4. _____ I understand that it is my responsibility to back up all software and data and that the Pease Public Library is not responsible for any loss, alteration, or corruption of any software, data, or files.

5. _____ I acknowledge and affirm that I have the legal authority to waive these rights. I also acknowledge and affirm that I have read and understand this release and waiver and that this document is legally binding upon me.

I, (print name) _____, understand the above policies and authorize the Technology Librarian to perform work on my computer and any accessories or peripherals associated with my computer (device). If you are under 18 years of age, a parent, guardian or guarantor must also read and agree to the above statement.

Signature:

Date: _____

Technology Librarian: _____

Description of Device: