



CITY OF SAN MATEO INDUCTION COOKTOP LOANER PROGRAM

CUSTOMER AGREEMENT, RELEASE AND WAIVER OF LIABILITY

I, _____, am a resident of the City of San Mateo and am borrowing a countertop induction cooktop, pan, and pot (the "Equipment") free of charge from the City of San Mateo to experience cooking with induction technology.

As a condition of borrowing the Equipment, I acknowledge and agree as follows:

- 1) I agree that I will review the specifications of Equipment and will be aware of its limitations and uses before use. I agree that I will be solely responsible for injuries of any type or damage to my home or business sustained during my use of the Equipment.
- 2) I understand that the Equipment is intended to allow me to experience next-generation electric cooking technology. I understand that the Equipment is not meant for commercial use, and I agree to operate the Equipment per manufacturer's instructions and use the Equipment solely for residential and educational purposes.
- 3) I recognize and accept the inherent dangers and risks in the transport, loading, unloading, and use of Equipment including the risks associated with culinary activities in which I will use the Equipment. I agree that my use of the Equipment is completely voluntary.
- 4) I acknowledge that the City of San Mateo has no ability and no duty to supervise, instruct, or otherwise control my use or maintenance of the Equipment, or the use or maintenance of the Equipment by any other person, and does not represent or warrant in any way that the Equipment I am borrowing is appropriate for my intended use.
- 5) I understand that it is my responsibility to promptly notify San Mateo staff at (650) 522-7010 or email sustainability@cityofsanmateo.org if I have any issues with the Equipment.
- 6) I state that I am eighteen (18) years of age or older, and have the capability and experience necessary to use the Equipment I am borrowing; I will use the equipment for their intended purpose; I will maintain the Equipment in a safe and proper manner during the period that I am borrowing and using it; I will assume any risk resulting from the Equipment being used by anyone else other than myself.
- 7) I have inspected the Equipment and accept its "as is" condition. I have noted all damage or defects and advised City of San Mateo staff of my findings, if any.
- 8) I will return the Equipment to the City of San Mateo during normal business hours within two (2) weeks.

In consideration of being permitted to borrow the equipment, I hereby for myself and for my heirs, successors and assigns, agree to defend, indemnify, release and hold harmless the City of San Mateo, and its respective directors, officers, agents, and employees, from any and all liability, claims, and demands, actions or causes of actions for any loss, including but not limited to, the death or injury to any persons, and for any damages to property suffered or incurred by myself or any person which arises or may arise or be occasioned in any way from the transport, loading, unloading, use, or storage of, or arising out of or related in any way to, the Equipment I am borrowing, including, but not limited to, any claims for faulty or defective equipment or maintenance, any negligence of the City of San Mateo, or culinary activities partaken in conjunction with the equipment. In no event shall the City of San Mateo be liable for any damages to myself or any third party arising out of or connected with my use of the Equipment, and I hereby release the City of San Mateo from any such liabilities.

Charges for Replacement Equipment

Induction Cooktop	\$60
Induction Ready Pot	\$25
Induction Ready Pan	\$20
Carrying Case	\$10
Maximum Cost for Replacement	\$120

I agree to pay the replacement charge for any or all of the items listed above that are damaged or missing when returned to the City of San Mateo, or where the equipment is not returned. (____ Initials)

I AFFIRM THAT I HAVE READ AND FULLY UNDERSTAND THIS WAIVER AND INDEMNIFICATION AGREEMENT AND AGREE TO ITS TERMS.

I will return the equipment to 330 W. 20th Avenue, San Mateo, CA 94403 on or before the Equipment Return Due Date.

_____ *Print Name*

_____ *Date*

_____ *Signature*

_____ *Mailing Address*

_____ *Email Address*

_____ *Phone Number*

Equipment Return Date (Filled in by Staff): _____