

MEMORY LAB SERVICE AGREEMENT AND LIABILITY RELEASE

Lane Libraries Community Technology Center, Hamilton, OH

Services: Lane Libraries Community Technology Center (hereinafter "Lane Libraries") shall provide access to the Memory Lab digital conversion station (the "Memory Lab") to library patrons for their use. Lane Libraries shall not be required to provide technical assistance or supervision besides general directions regarding the use of the Memory Lab. Lane Libraries reserves the right to cease any and all services provided in the Memory Lab at any time without notice. Furthermore, Lane Libraries may, in its sole discretion, revoke your access to the Memory Lab at any time without notice.

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There may be times when the Memory Lab is not available for technical or maintenance related reasons, whether on a scheduled or an unscheduled basis.

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Indemnification: You agree to indemnify, release, defend and hold harmless Lane Libraries and its affiliates, officers, agents, directors, employees, representatives, or associates from any and all losses, liabilities, expenses, damages, costs (including reasonable attorneys' fees and court costs), claims, and/or action of any kind whatsoever arising or resulting from your use of the Memory Lab, your violation of this agreement, any state or federal regulations or laws or violation of any copyright laws.

User Certification: You certify that you either own or have secured all necessary permissions and rights to use the Media submitted for digitization via the Memory Lab. You acknowledge that you shall indemnify Lane Libraries for any violation of any copyright laws due to your use of the Media and its digitization with the Memory Lab.

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Internet Use Policy Compliance: All patrons further agree that all Media submitted for digitization will comply with the Lane Libraries' Internet Use Policy. You further acknowledge that the display of sexually explicit imagery or other graphic content deemed disturbing, offensive, or hostile to others is strictly prohibited. Furthermore, it is the parent or legal guardian's responsibility to restrict a minor's access to such content.

Governing Law: This agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio without regard to any conflict of law principles. The parties hereto agree to exclusively submit to the jurisdiction of the courts in Butler County, Ohio.

Miscellaneous: If any clause or provision in this agreement is found to be invalid by any authority having competent jurisdiction, the invalidity of such clause or provision shall not affect the validity of the remaining clauses or provisions contained herein. This agreement constitutes the entire agreement between you and Lane Libraries relating to this subject matter and supersedes all prior agreements, undertakings, representations, warranties, and arrangements of any nature relating to the same.

By signing below, I confirm that I have read, understood, and agree to the above conditions.

Signature: _____

Print Name: _____

Date: _____

