



INDUCTION COOKTOP CHECK OUT PROGRAM WAIVER AND INDEMNIFICATION AGREEMENT

I, _____, am borrowing the following Countertop Induction Cooktop and skillet/frying pan/cookware (the "Equipment") from the Sonoma Clean Power Authority ("SCPA") to experience cooking with induction technology.

Equipment	Number
Induction Cooktop	
Frying Pan	
1.5qt Sauce Pan w/ Lid	
2 qt Sauce Pan w/ Lid	
5.5 qt Sauce Pan w/ Lid	

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. 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 and test out next-generation electric cooking technology. I understand that the Equipment is not meant for commercial use, and I agree to use the Equipment solely for residential and educational purposes.
3. I recognize 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 the use of the Equipment is completely voluntary.
4. I acknowledge that the Sonoma Clean Power Authority 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 the appropriate person at the SCPA of 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 not allow any other person to use the Equipment I am borrowing.
7. I have inspected the Equipment and accept its "as is" condition. I have noted all damage or defects and advised the SCPA staff of my findings, if any.
8. I will return the Equipment to 50 Santa Rosa Avenue 5th Floor, Santa Rosa, CA 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 SCPA, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES, FROM ANY AND ALL LIABILITY, LOSS, 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 FROM THE SCPA, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR FAULTY OR DEFECTIVE EQUIPMENT OR MAINTENANCE, ANY NEGLIGENCE OF THE SONOMA CLEAN POWER AUTHORITY, OR CULINARY ACTIVITIES PARTAKEN IN CONJUNCTION WITH THE EQUIPMENT. ***IN NO EVENT SHALL THE SCPA 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 SONOMA CLEAN POWER AUTHORITY FROM ANY SUCH LIABILITIES.***

TOOL KIT CHARGES FOR REPLACEMENT EQUIPMENT

NuWave Precision Induction Cooktop	\$100.00
NuWave Duralon Ceramic Nonstick Pan (Any)	\$20.00
TOTAL COST FOR REPLACEMENT	\$ 120.00

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 SCPA, or where Equipment is not returned. (_____ *Initials*)

I AFFIRM THAT I HAVE READ AND FULLY UNDERSTAND THIS WAIVER AND INDEMNIFICATION AGREEMENT.

Print Name

Signature

Date of Agreement

Mailing Address

Email Address

Phone Number