John G. Wolbach Library Device Loan Terms

By signing this document, the undersigned borrower of the device or devices identified below (collectively, the “Devices”) understands and agrees as follows:

- I accept full responsibility for the Devices I am borrowing.
- If I fail to return the Devices (including any accessories) on time in full working order, I will reimburse the John G. Wolbach Library (the “Library”) for the cost of repairing or replacing them.
- I have witnessed the physical inspection of the Devices and all appear to be functioning. I understand that use of the Devices is at my own sole risk. The Library makes no warranties and provides no assurances that the Devices will function properly, will not cause data to be lost, will be safe to use, or will be suitable for my intended purposes.
- I understand that any abuse of device loan privileges may result in the inability to borrow library devices in the future.
- I understand that failure to return the Devices within the allotted or agreed upon time may be considered theft of Library property and that the Library may take appropriate action on that basis.
- I agree not to perform any illegal activities with the Devices (e.g., hacking, pirating, downloading illegal materials, etc.) or any activities inconsistent with the acceptable use policies of the Smithsonian Institution and/or Harvard University (collectively, the “Institutions”).
- I understand that if I use the Devices to perform any illegal activities or any activities that violate the Institutions’ acceptable use policies, I will be subject to the applicable disciplinary rules and regulations of the Institutions, as well as any applicable legal consequences.
- I agree that neither the Library nor the Institutions shall have any liability for any claims or losses relating to (i) the loss, damage or interception of any information, data, work product, or other material viewed, searched, processed or stored on the Devices, and/or (ii) the configuration, use, functioning, malfunctioning or safety of the Devices or any of their components.
- I hereby release, and agree to indemnify and hold harmless the Library and the Institutions from and against, any and all claims, damages, losses, liabilities and costs of every kind (including, without limitation, any claims for personal injury or death, whether by me or anyone else) arising from or relating to my use or possession of the Devices, even if the Library and/or the Institutions have been negligent.
- I understand that the Library's wireless network is not secure. Information sent from or to the Devices might be captured by someone else with a wireless device and appropriate software.
- I understand that I am responsible for removing any data that I have loaded onto the Devices and storing it elsewhere. If Library staff members find any of my data on the Devices, they will be free to delete it.
- I understand that Library staff members are not able to provide technical assistance.
- I agree to abide by any other device loan policies of which the Library may inform me.

Certain Library Device Loan Rules and Procedures:

- Before borrowing the Devices, the borrower must sign this Device Loan Terms document.
- Borrowers must be registered in the Center for Astrophysics (“CfA”) Staff Database Form, or ALEPH, the Harvard Library management system. Name and Harvard University ID must be registered in the form. If borrowers are not in the systems described above, the Library staff will retain an ID until the Devices are returned.

DEVICE(S): __________________________

NAME & HUID: (Please Print) __________________________ DATE: __________ TIME: ________

EMAIL/PHONE: __________________________

Signature: __________________________ Staff Initials: __________________________

RETURNED: DATE: __________ TIME: ________ Staff Initials: __________________________

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