

**CITY OF RANCHO PALOS VERDES
SECURITY CAMERA LOANER PROGRAM
ACKNOWLEDGMENT OF PROGRAM TERMS
AND RELEASE OF LIABILITY**

Name of the Undersigned (Print): _____

1. I, the undersigned, am at least eighteen (18) years of age and a resident of the City of Rancho Palos Verdes ("City"). I am voluntarily choosing to participate in the City's Security Camera Loaner Program ("Program").
2. I understand, acknowledge and agree to the following terms of the Program:
 - a. In order to participate in the Program, I will be required to adhere to the following checkout steps when meeting with City Staff at Rancho Palos Verdes City Hall:
 1. Provide proof of residency in the City by showing City Staff a valid driver's license OR utility bill with valid photo identification.
 2. Submit a signed Acknowledgement of Program Terms and Release of Liability (this form) (hereinafter "Acknowledgement and Release") to City Staff.
 3. Submit a completed and signed Check Out Form ("Check Out Form") to City Staff.
 - b. As a participant in the Program, I will receive, on loan from the City and free of charge, for a period of up to thirty (30) days (the "Loan Term"), the following: one (1) "Spotlight Cam Battery" ("Device"), one (1) Battery Pack, and/or one (1) Chime Pro (Battery Pack and Chime Pro hereinafter referred to as "Accessories," or each an "Accessory") manufactured by Ring, a global home security company that is a subsidiary of Amazon ("Ring").
 - c. No more than one Device and one Accessory of each type may be loaned to me or any member of my household during the Loan Term. Any new loan of the same or a different Device and Accessory shall be subject to execution of a new Acknowledgment and Release and Check Out Form. Each household is limited to three (3) separate loans (with each loan including the item(s) specified in paragraph (b), above) per calendar year. Loan Terms may not overlap.
 - d. The Device and Accessories must be kept indoors in a fully enclosed (with four walls and a ceiling) area of my residence at all times during the Loan Term. The Device shall not be mounted to any surface at any time, and instead must be placed to rest on a flat surface when in use. The Battery Pack is intended to be connected to the Device for purposes of charging when necessary to power the Device. The Chime Pro is intended to be plugged into a standard power outlet.

- e. The Device and any Accessory I receive will be selected by the City in its sole discretion based on consideration of all of the following factors, in no particular order of priority: (1) my request; (2) demand resulting from other Program requests; and (3) inventory available to the City at the time of my request.
- f. The Device and all Accessories are owned by the City, which were purchased from Ring.
- g. The Device and all Accessories may be subject to Ring's Terms of Service, available to be viewed online at <https://shop.ring.com/pages/terms>, or other official Ring materials. I may obtain a printed version of Ring's Terms of Service from the City upon request.
- h. The Device and all Accessories must be returned to the City upon or prior to expiration of the Loan Term. Failure to comply with this requirement will result in the City providing me with a written notice requesting return of the Device and Accessories within a reasonable period of time, as determined by the City, but not to exceed fourteen (14) days. Failure to comply with the written notice will result in the City deeming the Device lost or destroyed. In that event, the City shall be entitled to recovery of the Device's replacement cost pursuant to paragraph (i), below.
- i. In the event the Device or any Accessory is damaged for any reason or by any person during the Loan Term, I am responsible for payment to the City of the full repair or replacement cost, whichever is less, of the damaged Device or Accessory. In the event the Device or any Accessory is lost, destroyed or irreparably damaged for any reason or by any person during the Loan Term, I am responsible for payment to the City of the Device or Accessory's full replacement cost. In either event, the City shall be entitled to recover the full repair or replacement cost of the Device or Accessory, as applicable, from me, immediately upon expiration of the Loan Term or any time period specified in a notice pursuant to paragraph (h).
- j. As a condition of being loaned the Device and any Accessory, upon or immediately prior to commencement of the Loan Term, I will be required to provide to the City information for a valid credit card held by me, and the City will hold this information on file and in strict confidence throughout the Loan Term. Alternatively, I may provide the City with a cash deposit in an amount sufficient to cover the replacement cost of the Device and all Accessories loaned to me, the amount of the deposit to be determined by the City, upon or immediately prior to commencement of the Loan Term, and the City will hold the deposit in trust throughout the Loan Term. In the event the Device or any Accessory is damaged, lost, or destroyed during the Loan Term, the City is authorized to charge the full amount of the repair or replacement cost of such Device or Accessory, as applicable, to my credit card on file (unless a different method of payment is provided in the interim), or, where a cash deposit has been made, to collect and recover the cost from the cash deposit. The City's

entitlement to recovery of the costs shall take effect upon expiration of the Loan Term or any time period specified in a notice pursuant to paragraph (h).

- k. The Device will need to be paired, synced, or otherwise connected to a smart phone, tablet, or other device capable of downloading the Ring application. The City is not responsible for furnishing or providing me or any other person with such a device or otherwise ensuring that I am able to download the Ring application.
- l. Once the Ring application is downloaded, certain steps will need to be followed to set up the Ring application and secure the necessary internet connection. The setup process is administered by Ring, and the City is not responsible for ensuring successful setup or internet connection of the Device.
- m. The City may provide me with instructional or informational materials pertaining to the Device setup process or other aspects of the Program. Such materials are not official Ring materials, and instead are prepared by City staff based on information available to it. Such materials are for my convenience only and are not required to be provided or adhered to, except to the extent necessary to comply with the Program terms set forth in this Acknowledgment and Release. The City does not guarantee, and is not responsible for, the accuracy or completeness of the content of such materials. Ring's terms of service or other official Ring materials should be consulted and adhered to rather than these materials in the event of a conflict or unresolved issues. The preparation or provision of such materials does not create any responsibility on the part of the City regarding ensuring successful setup or connection of the Device or any Accessory, or regarding any other aspect of the Program.
- n. The City is not responsible for operation or functionality of the Device or any Accessory. The City does not provide, and is not responsible for providing, maintenance or technical service or support of any kind relating to the Device or any Accessory during the Loan Term. The City does not warrant or represent that the Device or any Accessory will function or operate properly or at all in any location or at any time during the Loan Term, nor that the Device or any Accessory will be compatible with any other device or technology.
- o. If I am unsatisfied with the Device and/or any Accessory for any reason, my sole remedy is to request the City to loan me a new Device and/or Accessory, and any such loan will be subject to the Program terms and execution of a new Acknowledgment and Release and Check Out Form. Each resident is limited to three (3) Program loan requests per calendar year, including initial loan requests and replacement requests pursuant to this paragraph.
- p. The Device I receive may or may not have access to the Ring Protect Plus Plan, which is offered as an additional feature by Ring. The City has no obligation to provide or ensure the ability of any Device to new or continued access to or coverage by the Ring Protect Plus Plan.

- q. The City is not responsible for any hacking or other breach of internet security relating to the Device or Accessory, or any device, equipment or system connected thereto.
- r. **The City is not responsible for any burglary, robbery, larceny, or other theft or criminal act that may occur at my residence or elsewhere, or that may otherwise affect me, during the Loan Term or other period of time when I am in possession of the Device or any Accessory. The City does not warrant or represent that the Device or any Accessory will prevent or aid in preventing any such acts or events, whether or not the Device or any Accessory is functional or operating.**
- s. The City does not have access to, nor does it at any time review or monitor, any footage captured or recorded by the Device, and as such, the City will not contact law enforcement based on any such footage or recording.
- t. Upon return of the Device to the City, City staff will immediately perform a "hard reset" on the Device, which will have the effect of deleting all stored information from the Device and precluding me from further use of or access to the Device. After the hard reset, the Device will be devoid of any information pertaining to my use or possession of the Device, and the City will not retain or have access to any such information.
- u. I, and not the City, am responsible for any injury or damage, including bodily injury and property damage, that may result from my use or possession of the Device or any Accessory, or otherwise from my participation in the Program, including the resulting access of those who reside in my household to the Device and/or any Accessory (my "Program Participation"). I hereby agree to hold harmless, indemnify and defend the City from and against any and all claims, actions, proceedings, losses, damages, expenses and costs (including but not limited to court costs and legal fees) of third parties that may arise out of or relate to my Program Participation, except those resulting from the sole negligence or willful misconduct of the City.

3. No oral representations, statements, or inducements apart from this Acknowledgment and Release have been made by the City or anyone else with regard to the subject matter of this Acknowledgment and Release. This Acknowledgment and Release contains the entire, complete, and exclusive expression and statement of the City pertaining to the Program, and this Acknowledgment and Release supersedes and cancels any and all prior and contemporaneous statements, representations, or understandings made by the City pertaining to the Program, and no such statements, representations, or understandings shall be used to interpret this Acknowledgment and Release. Notwithstanding the foregoing, while Check Out Forms may not be used to vary or interpret the Program terms or other provisions of this Acknowledgment and

Release, City staff and Program participants may provide information or make representations in Check Out Forms relating to specific facts relevant to a given Program loan, the validity of which shall not be affected by this section.

4. This Acknowledgment and Release is intended to be construed broadly and to the fullest extent permitted under the laws of the State of California so as to effect its purpose of protecting the City from liability under the Program, and if any portion hereof is held by a court of competent jurisdiction to be invalid, the balance shall, notwithstanding, continue in full legal force and effect.
5. In consideration for the City's loan of the Device and any Accessory to me, I hereby fully and forever waive, release, and discharge the City, including its elected and appointed officials, officers, employees, agents, representatives, contractors, and volunteers, of any and all claims and liabilities, including monetary damages, costs, and legal fees, relating to my Program Participation. I hereby waive and relinquish any and all claims and liabilities against the City arising from or relating to my Program Participation. I understand that this waiver and release shall act as a complete bar and defense to any action or proceeding by me against the City arising from or relating to my Program Participation.
6. I understand that California Civil Code Section 1542 provides, “[a] general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.” I expressly waive any and all rights and protections conferred upon me by California Civil Code Section 1542.

Initials

Signature: _____

Date: _____