

## **Makerspace Use Agreement and Release of Liability (the “Agreement”)**

In order to use the Makerspace facilities and equipment, each adult user (a patron who is aged 18 or older) (“Adult User”) must review this Agreement, provide the Adult User information requested in Section 1 below, and sign and comply with this Agreement. If the Adult User has a legal guardian or other person legally responsible to sign documents such as this, the guardian/legally responsible person (“Responsible Party”) must review this Agreement, provide the information requested in Section 3 below, and sign this Agreement in the area designated at the bottom of the document.

In order for a minor patron (under 18 years of age) (“Minor User”) to use the Makerspace facilities and equipment, a parent or guardian of the Minor User or other person with legal authority to enter into this Agreement on the Minor User’s behalf (the Responsible Party) must review this Agreement, provide the information requested in Section 3 below, and sign this Agreement in the area designated at the bottom of the document.

Please note that this document includes a Release of Liability that releases GCPL and others related to it from liability for personal injuries and other losses resulting from the use of the Makerspace facilities and equipment. Please read carefully.

### **1. Adult User Information**

Name: \_\_\_\_\_

Library Card # \_\_\_\_\_

Phone # \_\_\_\_\_

Email Address: \_\_\_\_\_

Emergency Contact Name and Telephone Number:

\_\_\_\_\_

### **2. Minor User Information**

Name: \_\_\_\_\_

Birthdate: \_\_\_\_\_

Library Card # \_\_\_\_\_

Phone # \_\_\_\_\_

Email Address: \_\_\_\_\_

### 3. Responsible Party Information

Name: \_\_\_\_\_

Library Card # \_\_\_\_\_

Phone # \_\_\_\_\_

Email Address: \_\_\_\_\_

Emergency Contact Name and Telephone Number:

\_\_\_\_\_

4. **Conditions of Use.** By signing below, the User or Responsible Party affirms and agrees that: (1) User is capable of participating in the Makerspace Activities (as defined below); (2) User has received and read the 3D Printing Safety/Regulations and Guidelines/Use Policy attached to this Agreement as Appendix "A"; (3) User shall comply with all GCPL policies and procedures, including all Makerspace policies, guidelines, and instructions; (4) User or Responsible Party shall be responsible to pay any GCPL charges or fees for use of Makerspace tools, equipment and materials, and for damage, loss or clean-up of GCPL property, which may be valued and billed to User's or Responsible Party's GCPL account or by other means, in GCPL's discretion; and (4) all insurance of the User or Responsible Party applicable to any injuries or claims arising out of the Makerspace Activities (defined below) shall be primary with any applicable GCPL insurance being secondary.
5. **Makerspace Activities; Assumption of Risk.** GCPL's Makerspace facilities and equipment include, but are not limited to, 3-dimensional copying and printing machines, computer equipment, plastic materials, finishing tools and equipment and other 3D working related items. While most tools, equipment, and supplies will be provided by GCPL, on occasion some items will be supplied by Users. Users may work alone or share Makerspace work space, tools and equipment with other Users and GCPL staff. GCPL may require Users to wear specified safety gear, and undergo training, but safety gear and training may not always be available. Surfaces of floors, workbenches and tables in Makerspace areas may have debris, dust, liquids, and sharp objects. While GCPL will strive to supervise Makerspace areas, not all activities of User or other Users can be supervised at all times. All above-referenced and other use of Makerspace work areas, facilities, tools, and equipment, whether alone or with others, whether supervised or not, and whether performed according to GCPL policies, procedures, and safety rules, or not, shall be referred to as the "Makerspace Activities."

The undersigned User and/or Responsible Party understands and agrees that the Makerspace Activities involve various hazards, dangers, and risks, including without limitation, and by way of example, the risk of trips, slips and falls; cuts, broken bones, burns, and other wounds to hands, head, feet, eyes and other body parts; electrical shock; exposure to dust, fumes, smoke, noise, and vibrations; and accidents due to negligence of other users or GCPL staff or vendors, or due to defective or inadequate facilities, equipment, tools, machinery, or due to inadequate maintenance or repair, training, instructions, supervision, first aid and medical treatment, or safety gear. The risks also include other risks arising from User's involvement in the Makerspace Activities, including unpredictable risks and risks inherent in the use of the work areas, facilities, tools and equipment used in Makerspace Activities. Each User and/or Responsible Party agrees that such User's participation in

Makerspace Activities involves risks of accidents and serious personal injury and illness, paralysis, permanent disability, and even possibly death, of the User. All above-referenced risks and other risks arising from the Makerspace Activities are referred to herein as the "Risks."

The undersigned User and/or Responsible Party expressly assumes, for such User, and for such User's heirs, family and estate, executors, administrators, assigns, and personal representatives, all Risks arising from the User's participation in Makerspace Activities, whether those Risks are known or unknown, or are predictable or unpredictable, or are Risks inherent in the Makerspace Activities.

6. **Release of Liability and Indemnification of Claims of User.** In consideration for the privilege granted to the User to participate in the Makerspace Activities, and with full awareness and appreciation of the Risks involved, the undersigned User and/or Responsible Party, for and on behalf of the User and User's heirs, family and estate, executors, administrators, assigns, and personal representatives, hereby releases and agrees to indemnify and hold harmless GCPL, its Board of Trustees, and all organizations related to GCPL and GCPL's and its related organizations' affiliates, directors, officers, trustees, employees, volunteers, contractors, agents, representatives and successors and assigns (the "Released Parties") of and from any and all claims, demands, liabilities, and causes of action that may arise from or could be made against or incurred by the Released Parties or any of them with respect to any and all property damage, economic loss, medical expense, personal care expense, disability, disease, personal injury or illness whether physical or mental in nature, and/or death, whether caused by negligence or otherwise, suffered by the User and arising from the User's participation in the Makerspace Activities, and the Risks, including all claims of the undersigned User and/or Responsible Party. This Release and Indemnification includes all damages, costs, expenses, attorneys' fees, and economic and other losses which may be sought in any such claims.
7. **Consent to Medical Treatment.** If User is injured or becomes ill while involved in Makerspace Activities, reasonable efforts will be made to contact User's parent/guardian or emergency contact. In the event no contact can be made, the User and/or Responsible Party hereby authorizes GCPL and its employees, volunteers, agents and representatives to obtain and consent to, on the User's behalf, medical care, including without limitation, medical treatment, hospitalization, ambulance transportation, anesthesia, and X-ray and other exams and tests. The undersigned User and/or Responsible Party agrees to pay all costs of such medical care and transportation.
8. **Miscellaneous.** The User and/or Responsible Party agrees that GCPL provides no warranties of merchantability or fitness for particular purpose or use concerning any project or items made using library equipment, tools or materials. If any provision of this document is determined to be invalid for any reason, such invalidity shall not affect the validity of any other provisions, which other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision eliminated. By signing below the undersigned person agrees that this document is intended to be as broad and inclusive as permitted under applicable law. This document is governed by Ohio law, and any claims brought concerning it must be commenced in the state courts of Greene County, Ohio. This document shall not be amended except by a written document signed by the User and/or Responsible Party and the Director of GCPL.

By my signature below, User acknowledges that having carefully read this Agreement including Exhibit “A” in its entirety and understood it, and User voluntarily agrees to all statements and provisions of this Agreement, including the Release of Liability and Indemnification of Sections 5 and 6. I am sufficiently informed about the Makerspace Activities and Risks involved to decide whether to sign this Agreement. I attest that I am eighteen (18) years of age or older.

**User Signature**

Signature:

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Date:

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Printed Name:

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~~By my signature below, I acknowledge that I have carefully read this Agreement including Exhibit “A” in its entirety and understand it, and I voluntarily agree to all statements and provisions of this Agreement, including the Release of Liability and Indemnification of Sections 5 and 6, on my behalf and on behalf of the User. I am sufficiently informed about the Makerspace Activities in which the User may or will participate and the Risks involved to decide whether to sign this Agreement. I authorize the User to participate in the Makerspace Activities. I am eighteen (18) years of age or older, and am the parent, or legal guardian, or otherwise responsible person, of the User with full authority under the law to sign and enter into this Agreement for myself and the User. If more than one User is identified above, all provisions of this Agreement apply to each User listed.~~

Responsible

Party

Signature:

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Signature:

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Date:

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Printed

Name:

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