

## **Makerspace Use Agreement and Release of Liability**

**Section 1. Conditions of Use:** By signing below, you represent to Security Public Library (hereafter referred to as "SPL") that:

1. You are capable of participating in the Makerspace Activities (as defined below)
2. You will comply with all SPL policies and procedures, including all Makerspace policies, guidelines, and instructions.
3. You will be responsible to pay any SPL charges or fees for use of Makerspace tools, equipment and materials, and for damage, loss or clean-up of SPL property, which may be valued and billed to your SPL account or by other means, in SPL's discretion
4. All insurance of Makerspace User applicable to any injuries or claims arising out of the Makerspace Activities (defined below) shall be primary with any applicable SPL insurance being secondary.

**Section 2. Makerspace Activities; Assumption of Risk:** SPL's Makerspace facilities and equipment include, but are not limited to: recording devices, circuit boards, electrical wiring, electronic equipment, saws, drills, screwdrivers, wood and metal working tools, 3-dimensional printing machines, computer equipment, wood, metal, plastic and composite supplies and materials, glue, solvents, nails, screws, and other working parts. While most tools, equipment, and supplies will be provided by SPL, on occasion such items will be supplied by users. Makerspace Users may work alone or share Makerspace work space, tools and equipment with other users and SPL staff. SPL may require users to wear specified safety gear, and undergo training, but safety gear and training may not always be available. Surfaces of floors, work benches and tables in Makerspace areas may have debris, dust, liquids, and sharp objects. Not all activities of Makerspace 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 SPL policies, procedures, and safety rules, or not, shall be referred to as the "Makerspace Activities." The undersigned Makerspace User understands and acknowledges 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 SPL 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 Makerspace 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 Makerspace User acknowledges that such Makerspace 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 Makerspace User. All above-referenced risks and other risks arising from the Makerspace Activities are referred to herein as the "Risks." The Makerspace User represents to SPL that he/she/they will acquire the knowledge and skill to fully evaluate the risks and any other potential risks and will not engage in any activity that he/she/they believe presents an unacceptable risk. The undersigned Makerspace User expressly assumes, for such Makerspace User, and for such Makerspace User's heirs, family and estate, executors, administrators, assigns, and personal representatives, all Risks arising from the Makerspace 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.

**Section 3. Release of Liability and Indemnification of Claims of Makerspace User:** In consideration for the privilege granted to the Makerspace User to participate in the Makerspace Activities, and with full awareness

and appreciation of the Risks involved, the undersigned Makerspace User, for and on behalf of the Makerspace User and Makerspace User's heirs, family and estate, executors, administrators, assigns, and personal representatives, hereby releases and agrees to indemnify and hold harmless SPL, its Board of Trustees, and all organizations related to SPL, including the Friends of the Security Public Library, and SPL's 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 Makerspace User and arising from the Makerspace User's participation in the Makerspace Activities, and the Risks, including all claims of the undersigned Makerspace User. This Release and Indemnification includes all damages, costs, expenses, attorneys' fees, and economic and other losses which may be sought in any such claims.

**Section 4. Consent to Medical Treatment:** If the Makerspace User is injured or becomes ill while involved in Makerspace Activities, the Makerspace User hereby authorizes SPL and its employees, volunteers, agents and representatives to obtain and consent to, on the Makerspace User's behalf, medical care, including without limitation, medical treatment, hospitalization, ambulance transportation, anesthesia, and X-ray and other exams and tests. The undersigned Makerspace User agrees to pay all costs of such medical care and transportation.

**Section 5. Miscellaneous:** The Makerspace User agrees that SPL provides no warranty of merchantability or fitness for a particular purpose, use, or safety concerning any tools, instruments equipment provided in, or project or items made using SPL 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.

By checking this box, I represent to SPL that I have carefully read this Agreement 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. I am sufficiently informed about the Makerspace Activities and Risks involved to decide whether to sign this Agreement. I attest that I am fifteen (15) years of age or older.

Printed Name of User: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

User Signature/Legal Guardian (if under 18): \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name of Legal Guardian (if applicable): \_\_\_\_\_

#### Emergency Contact

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Relationship: \_\_\_\_\_

Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_