

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

The Westchester Public Library (WPL) provides patrons with the opportunity to use its Makerspace facilities and equipment, as described in more detail below. All patron use of Makerspace facilities and equipment is entirely optional and voluntary and is for purposes of recreation, education, and/or self-improvement.

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 must sign in the space designated below.

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 2 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 WPL 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 # _____

Driver’s License/Student ID # _____

School (if using student ID) _____

Phone # _____

Email Address Emergency Contact Name, Address and Telephone Number:

2. Minor User and Responsible Party Information.

Minor User Information

Name: _____

Birthdate: _____

Library Card # _____

Driver’s License/Student ID # _____

School (if using student ID) _____

Phone # _____

Email Address: _____

Responsible Party Information

Name: _____

Birthdate: _____

Library Card # _____

Driver's License/Student ID # _____

Phone # _____

Email Address: _____

Emergency Contact Name, Address and Telephone Number:

3. **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 Exhibit "A"; (3) User shall comply with all WPL policies and procedures, including all Makerspace policies, guidelines, and instructions; (4) User or Responsible Party shall be responsible to pay any WPL charges or fees for use of Makerspace tools, equipment and materials, and for damage, loss or clean-up of WPL property, which may be valued and billed to User's or Responsible Party's WPL account or by other means, in WPL'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 WPL insurance being secondary.

4. **Makerspace Activities; Assumption of Risk.** WPL'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 WPL, 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 WPL staff. WPL 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. While WPL 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 WPL 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 WPL 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.

5. 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 WPL, its Board of Trustees, and all organizations related to WPL, including the Friends of the Westchester Public Library, and WPL'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.

6. Consent to Medical Treatment. If the User is injured or becomes ill while involved in Makerspace Activities, the User and/or Responsible Party hereby authorizes WPL 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.

7. Miscellaneous. The User and/or Responsible Party agrees that WPL provides no warranties of merchantability or fitness for particular purpose or use concerning any project or items made using WPL 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 Indiana law, and any claims brought concerning it must be commenced in the state courts of Porter County, Indiana, or the U.S. District Court for the Northern District of Indiana. This document shall not be amended except by a written document signed by the User and/or Responsible Party and the Director of WPL.

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 4 and 5. 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: _____

Date: _____

Printed Name: _____

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 4 and 5, 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: _____

Signature: _____

Date: _____

Printed Name: _____

EXHIBIT “A”

3D Printing Safety/Regulations & Guidelines/Use Policy

Safety Rules

Anyone can come to the Maker Lab; however, there are some things you should know before coming:

- Children under the age of 12 need to have a parent or legal guardian with them at all times
- Prior to using the Lab, Adult Users must complete and sign a MakerSpace Use & Release Agreement. Minor patrons must have an adult parent, guardian or other person with appropriate legal authority sign the Use & Release Agreement. Users under age 12 must be accompanied by a parent or guardian at all times. Patrons with disabilities who need special arrangements or accommodations are requested to notify WPL as far in advance as possible before their expected time of use.
- Users must always check in with IT staff prior to entering the MakerSpace Lab.
- No loose-fitting or dangling pieces of clothing or jewelry
- No food or drink is allowed in the Lab.
- Tie back long hair.

Regulations

- The 3D printer can only be used during designated times when library staff or volunteer coaches are available.
- The Library is not responsible for any object created with 3D printers or any harm incurred by a printed object.
- The Library is not responsible for any harm or injury incurred as a result of any usage of the equipment.
- Tools used in the Lab must be returned by the User to their original location in a clean state. The workspace also needs to be cleaned before the User leaves.
- The User agrees to avoid wasting supplies and materials.

The printer may be used for lawful purposes only. The Library Director or her designee reserves the right to reject any print job application. Examples of unlawful purposes or potentially rejected jobs include but are not limited to:

1. Anything prohibited by local, state or federal law.
2. Unsafe, harmful, or dangerous items that pose threat to the well-being of others.
3. Obscene or otherwise inappropriate items for the library environment.
4. Work that is in violation of another's intellectual property rights.
5. Material that is subject to copyright, patent or trademark protection.
6. A job that is too large or complex.

Guidelines & Use Policy

- Files may not be dropped off to be printed. Patrons must help to get the print started, but may leave and come back to pick up the final print. Projects will be printed in first come/first served order. The library reserves the right to delay or change the printing order of projects depending on how long a project may take to print. All projects must be paid for in advance at the Automation Desk.
- Finished projects may be picked up at the WPL MakerSpace Lab. Items not picked up after 14 days become the property of the WPL.
- While the Library will endeavor to protect the privacy of people who submit print jobs and the end product, this cannot be guaranteed. The library reserves the right to publicize. A patron's first name or name of project might be used for marketing purposes.
- 3D printers are being used for educational, workshop, and programming purposes to make three-dimensional objects in plastic using a design that is uploaded from a digital computer file.
- Supervision of the use of the 3D printers by Library staff does not constitute knowledge, or acknowledgement, of any unapparent final use of the 3D product, and the Library specifically disclaims any knowledge thereof.
- WPL does not accept responsibility if a project is destroyed, does not print correctly, or does not work.
- WPL is not responsible for any manufacturing defects or the quality of workmanship of any of the tools, materials or equipment supplied by WPL.

- WPL must approve all User-supplied finishing materials before they are used within the lab to reduce risk of damage to equipment or harm to Users within the lab. WPL reserves the right to disapprove certain materials, tools, etc., at their discretion.
- WPL reserves the right to halt, delete, or disallow the creation of items that violate WPL policy, including the creation of weapons, pornography or illegal items.
- Only library computers may be connected to library machines, i.e., 3D printers.
- WPL is not responsible for any damage to, loss or theft of, the User's property. The User is responsible to pay any WPL charges or fees for loss or damage to WPL property or clean-up expense.

Computer Use - Design Stations

- A computer design station may be reserved a week in advance for two hours. Users may have one reservation per day. If no one else is waiting to use the station, time may be extended.
- Walk-in reservations are welcome, but prior reservations have priority. Some machines will be unavailable during programs.
- If Users have a reservations to use a certain machine, staff will make an effort to contact the patron before he/she arrives if the machine is out of order. This courtesy cannot be guaranteed.
- After patrons log off the computer, the memory will be cleared. Please be sure to save your work externally.
- WPL is not responsible for User equipment or files left behind.