

Makerspace Use and Release of Liability Agreement

The Otsego County Library (OCL) Makerspace promotes creativity, ingenuity, and opportunities to develop career interests by providing resources to explore and learn new technologies, create projects, and engage in hands-on activities while cooperating with others. The Makerspace contains a wide variety of equipment and technology to allow exploration through classes and programs and individual projects.

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 for a minor patron (under 18 years of age) to use the Makerspace facilities and equipment, a parent or guardian or other person with legal authority to enter into this Agreement must review and sign this Agreement. The use of the word "User" applies to both the minor child and the adult signing this Agreement.

Please note that this document includes a Release of Liability that releases the Otsego County Library 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. **Conditions of Use.** By signing below, the User and/or Responsible Party affirms and agrees that the User has reviewed the Otsego County Library's Makerspace policies and guidelines. The User and/or Responsible Party agrees to abide by all OCL policies, INCLUDING THE PAYMENT OF FEES ASSOCIATED WITH USE OF THE MAKERSPACE.

2. **Assumption of Risk.** This agreement applies to the use of OCL's Makerspace facilities, equipment, supplies, and materials therein. Users acknowledge the possible risks in the use of these resources. Users may work alone or share Makerspace equipment and workspace with other Users, OCL staff and volunteers. OCL may require Users to wear specified safety gear and undergo training. Surfaces of floors, workbenches and tables in Makerspace areas may have debris, dust, liquids, and sharp objects. User recognizes that not all activities of the User or other Users can be supervised at all times.

The User understands and agrees that Makerspace activities may involve various hazards, dangers, and risks. The User acknowledges possible exposure to dust, fumes, smoke, and noise. Each User agrees that such User's participation in Makerspace activities involves risks of accidents and serious personal injury, even death, caused by the User or other Users.

The undersigned User 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 Makerspace activities.

3. **Release of Liability and Indemnification of Claims of User.** The User, including the User's heirs, family, estate, executors and assigns, releases the Otsego County Library, its staff, board members, exhibitors, guests, fellow Makerspace users, employees, agents, and assigns from any liability, claims, losses, demands, whatsoever arising or that could arise out of any damage, loss or injury to the User or User's property while using the OCL Makerspace

and/or using any equipment owned by OCL or another User or guest of OCL regardless of whether such loss or injury is as a result of negligence of OCL or its users, guests, agents and assigns, or is a result of some other cause. This Release includes all damages, costs, medical costs, expenses, attorneys' fees, and any other losses which may be sought in any such claims.

4. Consent to Medical Treatment. If the User is injured or becomes ill while involved in Makerspace Activities, the User hereby authorizes OCL 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.

5. Recordings and Photography Waiver. User acknowledges that OCL event and activities may be photographed or recorded, and consents to the making and use of such recordings or photographs. User grants OCL the right to use the User's likeness in conjunction with these materials and releases all persons associated with OCL from any claims under the Michigan Library Privacy Act.

6. Use of Facilities, Tools and Materials. User agrees to use the Makerspace, its tools and materials in a safe way, and to alert OCL staff or volunteers when these resources are being used in a way that could cause harm to themselves or others.

By my signature below, I acknowledge that I have carefully read this Agreement and understand it, and I voluntarily agree to all statements and provisions of this Agreement. I am sufficiently informed about the Makerspace activities in which the User may 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, or the parent, legal guardian, or otherwise responsible person, of the User with full authority under the law to sign and enter into this Agreement on behalf of myself or designated User. If more than one Minor User is identified below, all provisions of this agreement apply to each Minor User listed.

Signature: _____ Date: _____

Printed Name: _____

Library Card # _____

Minors' Names (Birthdates): _____

Relationship to person signing: _____