

## Makerspace Use and Release of Liability Agreement

The Michigan City Public Library (MCPL) Makerspace promotes creativity and ingenuity by providing children opportunities to explore new technologies, create imaginative projects, and work with others. The Makerspace contains a wide variety of equipment and technology to allow guided exploration through classes and programs and individual projects. The Makerspace supports learning and imagination through hands-on activities.

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) ("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 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 the Michigan City Public 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 and/or Responsible Party has reviewed the Michigan City Public Library's Makerspace policies and guidelines. The User and/or Responsible Party agrees to abide by all MCPL policies, **INCLUDING THE PAYMENT OF FEES ASSOCIATED WITH USE OF THE MAKERSPACE.** If the User is under 18 years of age, a parent or legal guardian (Responsible Party) agrees to this release of Liability on behalf of the minor child. The use of the word "User" applies to both the minor child and the Responsible Party.

**2. Assumption of Risk.** MCPL's Makerspace facilities and equipment include, but are not limited to, 3-dimensional copying and printing machines, computer equipment, plastic materials, and other equipment. Users acknowledge the possible risks in the use of the above materials and equipment. Users may work alone or share Makerspace equipment and workspace with other Users and MCPL staff. MCPL 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. While MCPL staff will strive to supervise Makerspace areas, 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, including without limitation, the risk of falls, cuts, broken bones, burns, and other wounds. 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/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.

**3. Release of Liability and Indemnification of Claims of User.** The User, including the User's heirs, family, estate, executors and assigns, releases the Michigan City Public 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 MCPL Makerspace and/or using any equipment owned by MCPL or another User or guest of MCPL regardless of whether such loss or injury is as a result of negligence of MCPL 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 and/or Responsible Party hereby authorizes MCPL 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. Miscellaneous.** 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 La Porte County, Indiana. This document shall not be amended except by a written document signed by the User and Responsible Party and the Director of MCPL.

**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, including the Release of Liability and Indemnification of Sections 2 and 3, 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 (Responsible Party) and the User. If more than one Minor User is identified below, all provisions of this agreement apply to each Minor User listed.**

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Responsible Party Signature: \_\_\_\_\_

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

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

### Responsible Party Information

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

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

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

Driver's License/Student ID # \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

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

Emergency Contact Name, Address, and Telephone Number:

\_\_\_\_\_  
\_\_\_\_\_

**Minor User Information**

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

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

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

Driver's License/Student ID # \_\_\_\_\_

School (if using student ID) \_\_\_\_\_ Phone # \_\_\_\_\_

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

**Minor User Information**

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

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

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

Driver's License/Student ID # \_\_\_\_\_

School (if using student ID) \_\_\_\_\_ Phone # \_\_\_\_\_

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