Makerspace Use Agreement and Waiver and Release of Liability

To use makerspace facilities and equipment, visitors age 18 and older (“Adult User”) must review the Makerspace Use Agreement and Waiver and Release of Liability (the “Agreement”), provide the Adult User information requested in Section 1 below, and sign and comply with the Agreement. If the Adult User has a legal guardian or other person legally responsible to sign documents, the legal guardian (“Adult Responsible Party”) must review this Agreement, provide the information requested in Section 3 below, and sign the Agreement.

To use makerspace facilities and equipment, a parent or legal guardian (“Minor Responsible Party”) of visitors under 18 years of age (“Minor User”) must review the Agreement, provide the information requested in Section 3 below, and sign the Agreement.

Adult and Minor Users are individually and collectively referred to as “User” throughout the Agreement. The Adult Responsible Party and Minor Responsible party are individually and collectively referred to as “Responsible Party” throughout this Agreement. It is important that you read this document thoroughly before signing.

Warning of Risk: Despite careful and proper preparation of programs and facilities, and instruction, there is still a risk of injury when using makerspace facilities and equipment at the Glen Ellyn Public Library (GEPL). Understandably, not all hazards and dangers can be foreseen. Users who participate in Makerspace Activities (defined below) must understand that depending upon the activity, certain risks, dangers, and injuries due to slip and falls, inadequate or defective equipment, failure in supervision or instruction, premises defects, horseplay, carelessness, lack of skill or technique, and all other circumstances inherent to the Makerspace Activities and/or programs exist. In this regard, it must be recognized that it is impossible for the GEPL to guarantee absolute safety. Please read this agreement carefully and be aware that you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages, or loss you or your child/ward might sustain as a result of attending and/or participating in any and all makerspace activities and/or using the makerspace facilities and equipment.

1. Adult User Information
   Name: _____________________________________________________________________________________________
   Library card number: ______________________________________ Phone number: ________________________
   Email address: ____________________________________________________________________________________
   Emergency contact name and phone number: ____________________________________________________

2. Minor User Information
   Name: ___________________________________________________________ Birthdate:_______________________
   Library card number: ______________________________________ Phone number: ________________________
   Email address: ____________________________________________________________________________________
3. **Responsible Party Information (if applicable)**

   Name: _____________________________________________________________________________________________

   Library card number: ______________________________________ Phone number: ________________________

   Email address: ____________________________________________________________________________________

   Emergency contact name and phone number: ____________________________________________________

4. **Conditions of Use.** By signing below, the User or Responsible Party affirms and agrees that: (1) they are not aware of any health or fitness restrictions that preclude the User’s participation in Makerspace Activities and the 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 GEPL policies and procedures, including all makerspace policies, guidelines, and instructions; (4) User or Responsible Party shall be responsible to pay any GEPL charges or fees for use of makerspace tools, equipment, and materials and for damage, loss, or clean-up of GEPL property, which may be valued and billed to User’s or Responsible Party’s GEPL account or by other means, in GEPL’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 GEPL insurance being secondary.

5. **Makerspace Activities; Assumption of Risk.** GEPL’s makerspace facilities and equipment include, but are not limited to, 3-dimensional 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 GEPL, 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/or GEPL staff. GEPL 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 GEPL 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 GEPL policies, procedures, and safety rules, or not, shall be referred to as “Makerspace Activities.”

The undersigned User and/or Responsible Party acknowledges, 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 GEPL 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 acknowledges, accepts and assumes, for such User, and for such User’s heirs, family and estate, executors, administrators, assigns,
and personal representatives, all Risks associated with the use of the Makerspace facilities and equipment and 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. Waiver and Release: I and/or my minor child/ward agree to waive, release and discharge from all liability the Glen Ellyn Public Library, its appointed and elected officials, president and trustees, officers, agents, employees and volunteers (collectively the “Library Affiliates”), from any and all claims, rights, damages, causes of action and demands of whatsoever kind or nature, whether known or unknown, which I and/or my minor child/ward may have or claim to have against the Library Affiliates or any of them, arising out of, connected with, or in any way associated with my own and/or my minor child/ward’s voluntary participation in Makerspace Activities.

7. Indemnify and Defense, Waiver and Release of all Claims and Assumption of Risk: I acknowledge that there are certain risks of physical injury to GEPL attendees in their participation in Makerspace Activities, and I agree to assume full risk of any and all injuries, damages or loss, that I and/or my minor child/ward may sustain as a result of said attendance and/or participation in Makerspace Activities. I further agree to waive and relinquish all claims I and/or my minor child/ward may have (or accrue to me/us) because of my/our participation in Makerspace Activities against the Library Affiliates, and each of them. I hereby release, waive, and covenant not to sue, and further agree to indemnify, defend and hold harmless the Library Affiliates and each of them with respect to any liability, claim, demand, cause of action, damage, loss or expense (including court costs and reasonable attorney’s fees) of any kind or nature which may arise out of, result from, or relate in any way to my participating in Makerspace Activities, including claims for liability caused in whole or in part by the negligent acts or omissions of the released parties or others. I further agree that if, despite this Agreement, I, or anyone on my or my minor child/ward’s behalf, makes a claim for liability against any of the released parties, I will indemnify, defend, and hold harmless each of the released parties from any such liabilities which may be incurred as the result of such claim. I have read and fully understand the above important information, warning of risk, notice, assumption of risk and waiver and release of all claims. I further agree to indemnify, hold harmless and defend the Library Affiliates and each of them, from any and all claims, rights, demands and/or causes of action of whatsoever kind or nature, whether known or unknown, which I and/or my minor child/ward may have or claim to have, arising out of, connected with, or in any way associated with my own and/or my minor child/ward’s participation in Makerspace Activities and any activities related to or associated with said Makerspace Activities.

8. Claims Against Me and/or My Minor Child/Ward: I agree that any claim or suit that is pursued against me and/or my minor child/ward as a result of my own and/or my minor child/ward’s participation in Makerspace Activities specified herein, including but not limited to, claims of property damage, personal injury, and intentional tort, are my sole responsibility.

9. Direction/Conduct: I and/or my minor child/ward agree to: (1) follow any and all guidance, decisions and directions from the GEPL official(s), employee(s) and officer(s) with whom I and/or my minor child/ward are interacting with as part of Makerspace Activities, including without limitation any direction to remain at or to leave any location, to cease any activity, or any other direction given to me by said official(s), employee(s) or officer(s). I understand and agree that the GEPL official(s), employee(s) and officer(s) have complete authority to terminate me and/or my minor child/ward from Makerspace Activities at any time and for any reason and that I and/or my minor child/ward have no expectation of continued participation in Makerspace Activities.

10. Admissibility, Severability and Binding Effect: I agree that this Agreement shall be admissible in evidence in any proceeding or litigation in which the terms of this Agreement are sought to be
enforced. I agree that the indemnity, waiver, release of all claims and assumption of risk provisions of this Agreement are intended to be as broad and inclusive as permitted by the laws of Illinois, and that if any provision hereof is held invalid, I agree that the balance thereof will, notwithstanding, continue in full legal force and effect. I agree that this Agreement, including but not limited to the indemnity, waiver, release of all claims and assumption of risk provisions of this Agreement shall inure to the benefit of, and shall be binding upon my and/or my child/ward’s heirs, legatees, transferees, assigns, personal representatives, owners, insurers, agents, servants, employees, administrators, executors, representatives and/or successors in interest of any kind whatsoever.

11. 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 GEPL 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.

12. Miscellaneous. The User and/or Responsible Party agrees that GEPL 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 Illinois law, and any claims brought concerning it must be commenced in the state courts of DuPage County, IL. This document shall not be amended except by a written document signed by the User and/or Responsible Party and the Director of GEPL.

By my signature below, User acknowledges that having carefully read this Agreement including the Access to Evolving Technology Policy in its entirety and understood it, and User voluntarily agrees to all statements and provisions of this Agreement, including the indemnity, waiver, release of all claims and assumption of risk provisions of this Agreement. 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. I understand that this is a legal document and that I have a right and option of having an attorney review the document before signing it.

User Signature: _____________________________________________________________________________________

By my signature below, I acknowledge that I have carefully read this Agreement including the Access to Evolving Technology Policy in its entirety and understand it, and I voluntarily agree to all statements and provisions of this Agreement, including the indemnity, waiver, release of all claims and assumption of risk provisions of this Agreement, 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. I understand that this is a legal document and that I have a right and option of having an attorney review the document before signing it.

Responsible Party Signature: _______________________________________________________________________

Printed Name: ___________________________________________________________  Date: _____________________