

# MAKERSPACE WAIVER

## Makerspace Waiver of Liability and Equipment User Agreement

Name \_\_\_\_\_ (“Program Participant”)

Email \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Thank you for your interest in participating in the City of Safford (“City”) Makerspace (“Makerspace”) through the Safford City-Graham County Library (“Library”) program. To use Makerspace equipment, you or your minor child (“Program Participant”) are required to read and acknowledge this waiver of liability and equipment user agreement (“Waiver”). This Waiver will remain in effect whenever you participate in the Makerspace by using the Makerspace equipment. Failure to meet the requirements of the Waiver may result in a ban from participating in the Makerspace.

1. General Waiver: I understand I have voluntarily agreed to participate in the Makerspace. In consideration of my participation, I hereby agree to defend, indemnify and hold harmless the City, its officials, officers, employees, volunteers, committees, and boards from any and all claims for liability and any damage or injury that may occur resulting from my participation in the Makerspace including, but not limited to, the use of any Equipment (defined below) available for use as part of the Makerspace. This indemnification and hold harmless agreement includes indemnity against all costs (including without limitation, reasonable attorney’s fees and court costs), expense and liability incurred in or in connection with any claim or proceeding, and extends to include my heirs, executor, administrator, or assigns. In recognition of my free participation in the Makerspace program (other than costs of materials that I may use) I hereby release the City, its officials, officers, employees, volunteers, committees, and boards from any and all claims that I might have arising out of my participation in the Makerspace program.
2. Equipment Usage
  - a. General: I understand the City has made tools and equipment available for my use as a part of the Makerspace (“Equipment”) including, but not limited to: cameras, televisions, microphones, project tools, printers, sewing machines, and computers. The Equipment will at all times remain the property of the City. Staff is able to train participants in the Makerspace on the proper use of Equipment. When the Equipment is in my use, operation, or possession, I agree to be responsible and shall pay:
    - i. For maintaining the Equipment in good working order
    - ii. For any repair and replacement costs for damage or loss that occurs to Equipment.

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- iii. Failure to pay for any such costs for damage or loss will result in my exclusion from any participation in the Makerspace program until such costs are fully paid.
  - b. Waiver in Use of Equipment: I agree I will not use any Equipment until I determine I can operate it safely and properly. This will include viewing tutorials and participating in trainings of all applicable Equipment. I fully acknowledge and accept that I use Equipment at my own physical risk, i.e. if there is an injury of any kind, whether foreseeable or not, in using any of the available Equipment, I will personally assume this liability and agree to waive all claims against the City, its officers, officials, employees, volunteers, committees and boards. I am aware this is a release of certain rights and I sign this document of my own free will.
  - c. Material Costs: There are material costs for using certain equipment (ex: filament for the 3D printers). I understand I am responsible for paying any material costs, including the cost of materials used in projects that did not result in the desired outcome. Material costs may be added as a charge to my library account if I am eighteen (18) years of age or older, or the library account of my parent or legal guardian if I am less than eighteen (18) years of age.
  - d. Prohibited Use: Participants in the Makerspace are prohibited from using Equipment to manufacture, develop, or create any object that could be deemed a deadly weapon (defined as any weapon, instrument, or object capable of being used to inflict bodily injury or death). As a participant in the Makerspace, I will not create any deadly weapons using the Equipment.
  - e. Age Restrictions: Equipment may only be used by a person who is at least twelve (12) years of age. If a participant in the Makerspace is under the age of eighteen (18), their parent or legal guardian is required to complete the Parental/Legal Guardian Consent portion of this Waiver.
3. For Program Participants eighteen years of age or older: I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS WAIVER OF LIABILITY AND EQUIPMENT USER AGREEMENT BY READING IT BEFORE I SIGNED IT. I REALIZE THAT BY SIGNING THIS DOCUMENT I AM GIVING UP LEGAL RIGHTS TO WHICH I MAY BE ENTITLED.

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Name (please print)

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Signature

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Date

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## Parental/Guardian Consent

By signing this agreement to allow the Program Participant to participate in the Makerspace I agree to the following:

1. In consideration of acceptance into the above referenced City program, I do hereby, for myself, my children, my heirs, executors and assigns, release and indemnify the City of Safford and the officials, officers, agents, and employees of the City from liability for any harm, injury, or damage, which I, or my minor child, may suffer while participating in the above-described program. This includes all risks that are connected with this activity whether foreseen or unforeseen.
2. I agree to defend and hold harmless the City and its agents, officials, officers, and employees from any damage to persons or property, resulting from my negligence and/or intentional acts or the negligent or intentional acts of the Program Participant.
3. I assume the responsibility for the Program Participant's mental and physical fitness to participate in said program and agree to cause the Program Participant to abide by all rules and requirements of the program.
4. I am of lawful age and legally competent to sign this Agreement for and in behalf of the Program Participant.
5. I understand the terms of this document and have signed this document as my own free act.
6. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS WAIVER OF LIABILITY AND EQUIPMENT USER AGREEMENT BY READING IT BEFORE I SIGNED IT. I REALIZE THAT BY SIGNING THIS DOCUMENT I AM GIVING UP LEGAL RIGHTS TO WHICH I AND MY MINOR CHILD MAY BE ENTITLED.

\_\_\_\_\_  
Parent or Guardian Signature

\_\_\_\_\_  
Date

## Parent or Guardian Contact Information

Last Name \_\_\_\_\_ First Name \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Name and Age of Minor Child \_\_\_\_\_

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If I cannot be reached in an emergency, please call

Last Name \_\_\_\_\_ First Name \_\_\_\_\_

Phone \_\_\_\_\_