

## Makerspace Use Agreement and Release of Liability for Adult Patrons (the "Agreement")

The Indian River County Library System, or IRCLS, 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 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.

Please note that this document includes a Release of Liability that releases the Indian River County Library System and others related to it from liability for personal injuries and other losses resulting from the Adult User's 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 \_\_\_\_\_

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2. **Conditions of Use.** By signing below, the Adult User affirms and agrees that: (1) he/she is capable of participating in the Makerspace Activities (as defined below); (2) the Adult User shall comply with all IRCLS policies and procedures, including all Makerspace policies, guidelines, and instructions; (3) Adult User shall be responsible to pay any IRCLS charges or fees for use of Makerspace tools, equipment, and materials, and for damage, loss or clean-up of IRCLS property, which may be valued and billed to Adults User's IRCLS account or by other means, in IRCLS's discretion; (4) all insurance of Adult User applicable to any injuries or claims arising out of the Makerspace Activities (define below) shall be primary with any applicable IRCLS insurance being secondary.

3. **Makerspace Activities; Assumption of Risk.** IRCLS Makerspace facilities and equipment include, but are not limited to, video production equipment, recording devices, laser engraver, strong magnets, telescopes, Cricut and cutting machines, button machine/press, sewing machine, paint and painting tools, clay, Legos and other blocks, jewelry making supplies an equipment, crocheting and knitting supplies, drawing tools and equipment, circuit boards, electrical wiring, electronic equipment, knives, scissors, U.V. lights, saws, drills, screwdrivers, sanders, engravers, routers, wood and metal working tools, 3-dimensional copying and printing machines, computer equipment, charging stations, and wood , metal, plastic and composite supplies and materials, glue, solvents, nails, screws and other working parts. While most tools, equipment, and supplies will be provided by IRCLS, on occasion such items will be supplied by users. Adult User may work alone or share Makerspace work space, tools and equipment with other users and IRCLS staff. IRCLS 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 IRCLS will strive to supervise Makerspace areas, not all activities of Adult User or other users can be supervised at all times. All above-referenced and all other uses of Makerspace work areas, facilities, tools, equipment, whether alone or with others, whether supervised or not, and whether performed according to IRCLS policies, procedures, and safety rules, or not shall be referred to as the "Makerspace Activities."

The undersigned Adult User 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 IRCLS 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 risk arising from Adult User's involvement in the Makerspace Activities, including unpredictable risks and risks inherent in the use of the works areas, facilities, tools and equipment used in Makerspace Activities. Each Adult User agrees that such Adult Users' participation in Makerspace Activities involves risks of accidents and serious personal injury and illness, paralysis, permanent disability, and even possibly death, of the Adult User. All above- referenced risks and other risks arising from the Makerspace Activities are referred to herein as the "Risks."

The undersigned Adult User expressly assumes, for such Adult User, and for such Adult User's heirs, family and estate, executors, administrators, assigns, and personal representatives, all Risks arising from the Adult 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

4. **Release of Liability and Indemnification of Claims of Adult User:** In consideration for the privilege granted to the Adult User to participate in Makerspace Activities, and with full awareness and appreciation of the Risks involved, the undersigned Adult User, for and on behalf of the Adult User and Adult User's heirs, family and estate, executors, administrators, assigns, and personal representatives, hereby release and agrees to indemnify and hold harmless IRCLS, the Indian River County Board of County Commissioners, and all officers and employees of the Indian River County Board of County Commissioners and all organizations related to IRCLS, including the Friends of the North Indian River County Library, Friends of the Indian River County Library 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 Adult User and arising from the Adult User's participation in the Makerspace Activities, and the Risks, including all claims of the undersigned Adult User. The Release and Indemnification includes all damages, costs, expenses, attorneys' fees, and economic and other losses which may be sought in any such claims.
  
5. **Consent to Medical Treatment** If the Adult User is injured or becomes ill while involved in Makerspace Activities, the Adult User hereby authorizes IRCLS and its employees, volunteers, agents and representatives to obtain and consent to, on the Adult User's behalf, medical care, including without limitation, medical treatment, hospitalization, ambulance transportation, anesthesia, and x-ray and other exams and tests. The undersigned Adult User agrees to pay all costs of such medical care and transportation.
  
6. **Copyright Infringement.** IRCLS and its Makerspace do not create or claim ownership of patron content created within the Makerspace or with use of Makerspace equipment. Each patron affirms they are not breaking any copyrights laws in the process of creating such content. Any persons who knowingly infringes upon copyright policies will solely be liable for any actions taken related to IRCLS. For further information on copyright infringement go to: <https://www.copyright.gov/title17>
  
7. **Miscellaneous** **The Adult User agrees that IRCLS provides no warranties of merchantability or fitness for particular purpose or use concerning any project or items made using IRCLS 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 Florida law,

and any claims brought concerning it must be commenced in the state courts of Indian River County, Florida or the US District Court for Florida. This document shall not be amended except by written document signed by the Adult User and the Executive Director of the IRCLS.

**By my signature below, I acknowledge that I have carefully read this Agreement 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 Section 4. 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.**

Adult User signature:

**Signature:** \_\_\_\_\_

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

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

**By my signature below, I acknowledge that I am a legal guardian or other person legally responsible for the Adult User with authority to sign this agreement for and on behalf of the Adult User. I have carefully read this Agreement 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 Section 4, for and on behalf of the Adult User. I am sufficiently informed about the Makerspace Activities and Risks involved to decide whether to sign this Agreement for the Adult User. I can attest that I am eighteen (18) years of age or older.**

Legal Guardian/Legally Responsible Person Signature:

**Signature:** \_\_\_\_\_

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

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