

Makerspace Use Agreement and Release of Liability for Minor 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 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 Parent/Guardian) must review this Agreement, provide the information requested in Section 1 below, and sign this Agreement in the area designated at the bottom of this document.

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 or Minor User's use of the Makerspace facilities and equipment. Please read carefully.

1. Minor User and Parent/Guardian Information

Name _____

Birthdate: _____

Library Card # _____

Student ID # _____ School (if using student ID) _____

Emergency Contact Name and Number: _____

Parent/Guardian Information

Name: _____

Birthdate: _____

Library Card # : _____

Driver's License/Student ID # _____

School (if using student ID) _____

Phone # _____ Email _____

Address _____

Emergency Contact Name, Address and Telephone Number _____

2. **Conditions of Use**. By signing below, the Parent/Guardian affirms and agrees that: (1) the Minor User is capable of participating in the Makerspace Activities (as defined

below); (2) the Minor User shall comply with all IRCLS policies and procedures, including all Makerspace policies, guidelines, and instructions; (3) Parent/Guardian 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 Parent/Guardian's IRCLS account or by other means, at IRCLS's discretion; and (4) all insurance of Minor User and/or Parent Guardian 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 and 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. Minor 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, workbenches 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 Minor 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 Parent/Guardian, for and on behalf of the Minor User and such Parent Guardian, 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 risks arising from Minor 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. The Parent/Guardian agrees that the Minor 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 Minor User. All above- referenced risks and other risks arising from the Makerspace Activities are referred to herein as the "Risks."

The undersigned Parent/Guardian expressly assumes, for such Minor User and the Parent/Guardian, and their respective heirs, family and estate, executors, administrators, assigns, and personal representatives, all Risks arising from the Minor 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 Minor and Undersigned Parent/Guardian:** In consideration for the privilege granted to the Minor User to participate in Makerspace Activities, and with full awareness and appreciation of the Risks involved, the undersigned Parent/Guardian, for and on behalf of the Minor User and undersigned Parent/Guardian, and for such Minor User's and such Parent/Guardian'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 its officers and employees, and all organizations related to IRCLS, including the Friends of the North Indian River County Library, Friends of the Indian River County Library and it's 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 Minor User and arising from the Minor User's participation in the Makerspace Activities, and the Risks, including all claims of the Minor User and all claims of each undersigned Parent/Guardian. 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 Minor User is injured or becomes ill while involved in Makerspace Activities, the Parent/Guardian hereby authorizes IRCLS and its employees, volunteers, agents and representatives to obtain and consent to, on the Parent/Guardian's behalf, medical care for the Minor User, including without limitation, medical treatment, hospitalization, ambulance transportation, anesthesia, and x-ray and other exams and tests. The undersigned Parent/Guardian 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 copyright 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 Parent/Guardian 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 Parent/Guardian 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, on my behalf and on behalf of the Minor User. I am sufficiently informed about the Makerspace Activities in which the Minor User may or will participate and Risks involved to decide whether to sign this Agreement. I attest that I am eighteen (18) years of age or older, and am the parent, or legal guardian, or otherwise responsible person, of the Minor User with full authority under the law to sign and enter into this Agreement for myself and the Minor User. If more than one Minor User is identified above, all provisions of this Agreement apply to each Minor User listed.

Parent/Guardian signature:

Signature: _____

Date: _____

Printed Name: _____