



Before you can use the Creativity Commons Makerspace, you need:

A valid Washington-Centerville Public Library Card.

It's easy to get a card. Visit any Washington-Centerville Public Library location or apply online at wclibrary.info/libcard. Valid government-issued ID and proof of address are required.

The signed Washington-Centerville Public Library Creativity Commons Makerspace waiver below on file.

Creativity Commons Makerspace Use and Release of Liability Agreement

In order to use the Creativity Commons Makerspace facilities and equipment, each adult user (a patron who is 18 or older) must review this Agreement, provide the adult user information required in Section 1 below, sign in the area designated, 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 person legally responsible must review this Agreement, provide the information required in Section 3 below, and sign this Agreement in the area designated.

In order for a minor user (under the age of 18) to use the Creativity Commons 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 required in Section 2, and sign this Agreement in the area designated at the bottom of this Agreement. Minors under the age of 12 must be accompanied by the Responsible Party at all times while in the space.

Please note that this document includes a Release of Liability that releases the Washington-Centerville Public Library ("WCPL"), Washington Township, and others related to it from liability for personal injuries and other losses resulting from the use of the Creativity Commons Makerspace ("Makerspace") facilities and equipment. Please read carefully.

1. Adult User Information:

Name: _____
Library Card Number: _____ Phone Number: _____
Email Address: _____
Emergency Contact Number, Name, and Phone Number: _____

2. Minor User(s) Information:

Name: _____ Birth Date: _____
Library Card Number: _____ Phone Number: _____
Email Address: _____

Name: _____ Birth Date: _____
Library Card Number: _____ Phone Number: _____
Email Address: _____

3. Responsible Party Information:

Name: _____ Birth Date: _____
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) User is capable of participating in the Makerspace Activities (as defined below); (2) User shall comply with all WCPL and RecPlex policies and procedures, including all Makerspace policies, guidelines, and instructions; (3) User or Responsible Party shall be responsible to pay any WCPL charges or fees for use of Makerspace tools, equipment, and materials, and for damage, loss, or clean-up of WCPL or Washington Township property, which may be valued and billed to User's or Responsible Party's WCPL account or by other means, at WCPL's discretion; and (4) all insurance of the User or Responsible Party shall be applicable to any injuries or claims arising out of the Makerspace Activities (defined below) and shall be primary with any applicable WCPL insurance being secondary.

5. Makerspace Activities; Assumption of Risk. WCPL's Makerspace facilities and equipment include, but are not limited to, 3-dimensional copying and printing machines, computer equipment and printers, plastic, fabric, wood, metal & stone materials, finishing tools and equipment, desktop cutting machines, punches,



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laser cutters/engravers, heat presses, and other fabrication related items. While most tools, equipment, and supplies will be provided by WCPL, 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 WCPL staff. WCPL 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 WCPL 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 WCPL policies, procedures, and safety rules, or not, shall be referred to as the "Makerspace Activities."

The undersigned User and/or Responsible Party 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 WCPL 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. A Responsible Party who leaves a minor unaccompanied in the space does so at their own risk and understands that staff are not responsible for the minor's supervision while using the equipment. 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 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.

- 6. Release of Liability and Indemnification of Claims of User.** In consideration for the privilege granted to the User to participate in the Makerspace Activities, and with full awareness and appreciation of the Risks involved, the undersigned User and/or Responsible Party, for and on behalf of the User and User's heirs, family and estate, executors, administrators, assigns, and personal representatives, hereby releases and agrees to indemnify and hold harmless WCPL, its Board of Trustees, and all organizations related to WCPL and WCPL's 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 User and arising from the User's participation in the Makerspace Activities, and the Risks, including all claims of the undersigned User and/or Responsible Party. This Release of Liability and Indemnification includes all damages, costs, expenses, attorneys' fees, and economic and other losses which may be sought in any such claims.

- 7. 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 parents/guardian or emergency contact. In the event no contact can be made, the User and/or Responsible Party hereby authorizes WCPL 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.
- 8. Miscellaneous.** The User and/or Responsible Party agrees that WCPL 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 Ohio law, and any claims brought concerning it must be commenced in the state courts of Montgomery County, Ohio. This document shall not be amended except by a written document signed by the User and/or Responsible Party and the Director of WCPL.

ADULT USER - By my signature below, I acknowledge that having carefully read this Agreement in its entirety and understood it, and I voluntarily agree to all statement and provisions of this Agreement, including the Release of Liability and Indemnification of Sections 5 and 6. 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.

User Signature: _____

Printed Name: _____ Date: _____

RESPONSIBLE PARTY - By my signature below, I acknowledge that I have carefully read this Agreement in its entirety and understood it, and I voluntarily agree to all statements and provisions of this Agreement, including the Release of Liability and Indemnification of Sections 5 and 6, 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 attest that 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.

Responsible Party Signature: _____

Printed Name: _____ Date: _____



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