

# MakerSpace Use and Release Agreement

**THIS AGREEMENT** is made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between **Norfolk Public Library** and \_\_\_\_\_  
\_\_\_\_\_ (Maker).

In consideration for Maker's participation in the use of the MakerSpace at Norfolk Public Library, Maker agrees as follows:

**1. Conditions of Use.** The Maker agrees that the (a) Maker has reviewed the MakerSpace Policy and agrees to its terms, which are incorporated by reference into this Agreement, and the (b) Maker has been trained by Library Staff or participated in a Library workshop regarding the use of the MakerSpace. The Maker agrees to comply with all Library policies, including the payment of any fees associated with the use of the MakerSpace. If the Maker is under the age of 19, a parent or legal guardian agrees to this Release of Liability on behalf of the minor child and the term "Maker" applies to both the minor child and any parent or legal guardian.

**2. Assumption of Risk.** Maker acknowledges the inherent risks in the use of tools, equipment, devices, and hazardous materials of any kind commonly used in electronics construction, fabrication, software design and other technology related activities and that Maker's participation in such activities and/or use of the MakerSpace may result in injury, illness, death or damage to Maker or Maker's personal property.

Further, such risks and dangers may be caused by Maker or other Makers. Finally, such injury, illness death or damage to Maker or Maker's personal property, may arise from foreseeable or unforeseeable causes. Maker, and for such heirs, family, estate and assigns, hereby fully assumes all such risks (known, unknown and/or unforeseen) and any others which arise in connection with the use of the MakerSpace at Norfolk Public Library.

**3. Release of Liability.** Maker, including the Maker's heirs, family, estate, executors and assigns, releases the Norfolk Public Library, its staff, board members, exhibitors, guests, fellow MakerSpace Makers/patrons, employees, agents, guests and assigns from any liability, claims, losses, demands, causes of action whatsoever arising or that could arise out of any damage, loss or injury to Maker or Maker's property while using the Library Innovation Studio of Norfolk Public Library and/or using any equipment owned by Norfolk Public Library or another Maker or guest of Norfolk Public Library regardless of whether such loss or injury is as a result of negligence of Norfolk Public Library or its Makers, guests, agents and assigns, or is a result of some other cause. This release includes all damages, costs, medical costs, expenses, attorneys' fees and any other losses.

**4. Covenant Not to Sue.** Maker agrees that Maker will not, under any circumstances, initiate any legal action or administrative proceeding against Norfolk Public Library, its staff, board members, exhibitors, fellow Norfolk Public Library Makers/patrons, employees, agents guests, and assigns nor will Maker assist in

the prosecution of any such legal action filed by another, arising out of an injury to the person or property of Maker while participating in the use of the MakerSpace in the Norfolk Public Library. This covenant extends to include the family, estate, heirs, executors, administrators or assigns of Maker.

**5. Third Party Indemnification.** Maker indemnifies, saves and holds harmless Norfolk Public Library, its Makers, agents and assigns from any and all losses, claims, demands, causes of actions or proceedings of every kind and character which may be initiated by any other persons or organizations and which arise directly or indirectly from the actions of Maker while engaged in the use of the MakerSpace and/or by using the Norfolk Public Library's tools, equipment, materials, space, or educational opportunities. Maker hereby acknowledges that Maker has carefully read all of the above provisions, fully understands same, and voluntarily signs this document as a condition of use of the MakerSpace at Norfolk Public Library

**6. Damage of tools and equipment.** Maker agrees to use the facilities, tools, and materials in a safe way, and to alert the Norfolk Public Library staff, and/or program leaders when facilities, tools, and materials are being used in a way that could cause harm to themselves or others. All damage to equipment or tools will be reported immediately.

Maker Name (printed) \_\_\_\_\_

**If Maker 19 or older:**

Maker signature \_\_\_\_\_

**If Maker under 19:**

Parent/Legal Guardian Name (printed) \_\_\_\_\_

Legal Parent/Guardian signature \_\_\_\_\_