

# Ravenna Public Library Makerspace

## Use and Release of Liability Agreement

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

In consideration for Maker's participation in the use of the Makerspace at the *Ravenna* Public Library, Maker (whom now be known as Patron) agrees as follows:

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

2. **Assumption of Risk.** Patron 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 Patron's participation in such activities and/or use of Makerspace may result in injury, illness, death or damage to Patron or Patron's personal property.

Further, such risks and dangers may be caused by Patron or other Patrons. Finally, such injury, illness death or damage to Patron or Patron's personal property, may arise from foreseeable or unforeseeable causes. Patron, 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 the Ravenna Public Library.

3. **Release of Liability.** Patron, including the Patron's heirs, family, estate, executors and assigns, releases the Ravenna Public Library and the City of Ravenna, its staff, board members, exhibitors, guests, fellow 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 Patron or Patron's property while using the Makerspace of Ravenna Public Library and/or using any equipment owned by Ravenna Public Library or another Patron or guest of Ravenna Public Library regardless of whether such loss or injury is as a result of negligence of Ravenna Public Library or its Patrons, 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.** Patron agrees that Patron will not, under any circumstances, initiate any legal action or administrative proceeding against Ravenna Public Library and the City of Ravenna, its staff, board members, exhibitors, fellow Ravenna Public Library patrons, employees, agents guests, and assigns nor will Patron assist in the prosecution of any such legal action filed by another, arising out of an injury to the person or property of Patron while participating in the use of the Makerspace in the Ravenna Public Library. This covenant extends to include the family, estate, heirs, executors, administrators or assigns of Patron.

**5. Third Party Indemnification.** Patron indemnifies, saves and holds harmless Ravenna Public Library and the City of Ravenna, its Patrons, 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 Patron while engaged in the use of the Makerspace and/or by using the Ravenna Public Library's tools, equipment, materials, space, or educational opportunities. Patron hereby acknowledges that Patron 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 Ravenna 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 Ravenna 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.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Library Card Number \_\_\_\_\_

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

Emergency Contact (Name and Phone) \_\_\_\_\_

Any Maker under Nineteen years of age must also obtain the following consent and release before using the Makerspace at the Ravenna Public Library.

I, \_\_\_\_\_ (print name), am the parent or legal guardian of \_\_\_\_\_ (print name). I consent to this and state that I have read the above release, have no questions about its meaning and voluntarily accept the terms of this release by signing my name below.

Parent/ Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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**Staff Use Only Below:**

Received by (Print Name) \_\_\_\_\_ Date \_\_\_\_\_

Training Received:

Safety Laser \_\_\_\_\_ Date \_\_\_\_\_ Operational Laser \_\_\_\_\_ Date \_\_\_\_\_

Safety Vinyl Cutter \_\_\_\_\_ Date \_\_\_\_\_ Operational Vinyl Cutter \_\_\_\_\_ Date \_\_\_\_\_

CoralDraw \_\_\_\_\_ Date \_\_\_\_\_ Sublimation Ink Printer \_\_\_\_\_ Date \_\_\_\_\_

Safety Heat Press \_\_\_\_\_ Date \_\_\_\_\_ Operational Heat Press \_\_\_\_\_ Date \_\_\_\_\_

Safety AccuQuilt \_\_\_\_\_ Date \_\_\_\_\_ Operational AccuQuilt \_\_\_\_\_ Date \_\_\_\_\_