



## **Glen Cove Public Library's Makerspace Agreement and Waiver**

1. Prior to using Makerspace at the Glen Cove Public Library (hereinafter "GCPL") users must complete this Maker Agreement and Waiver form and, verify his/her identity with valid photo ID or library card. If the user is a minor (i.e., under 18 years old), this form must be completed by the User's parent/legal guardian/caregiver ("Parent"), in which case the User and the User's parent/legal guardian/caregiver must display a valid photo ID or, a valid library card if the minor does not possess a valid ID.
2. Young children are the responsibility of their parent/legal guardian/caregiver and shall not be left unattended in the Makerspace. All users under the age of 13, or other minors whose behavior requires supervision must be with their parent, legal guardian or caregiver in the Makerspace at all times. Children and teens whose behavior is deemed unsafe will not be permitted to use the Makerspace without adult supervision. Parental supervision is recommended for all minors, as the Makerspace contains potentially dangerous tools, equipment and materials.
3. Users under the age of 16 must be accompanied by a Parent while using the 3D printer. The user agrees that the GCPL is not responsible for any manufacturing defects in the quality of workmanship or materials inherent in any of the tools or equipment, and makes no warranties or guarantees in that regard.
4. The user agrees that if any tool or piece of equipment becomes unsafe or in a state of disrepair, he/she will immediately discontinue use of the tool or equipment and notify a staff member.
5. Users must promptly report any accident/incident that occurs on GCPL's premises to a staff member.

6. Patrons may submit one (1) "3D Printing Request Form" per week.

Items used in the Makerspace are to be returned to their original location, and in the same condition as they were issued, barring normal wear and tear. The user agrees to pay for the loss or damage to any items or equipment and further agrees to accept the GCPL staff's assessment of fair restitution for damage, dirtiness, delinquency and/or loss of items in part or total.

7. The user agrees to take precautions to avoid causing unnecessary mess or damage in the Makerspace. The user agrees to clean up his/her workspace in the Makerspace following use. The user agrees to inform the GCPL staff in case they are unable to return a work surface, tool or equipment to its original state.

**8. The production of dangerous items and weapons in the Makerspace is prohibited.**

9. The undersigned understands that the Makerspace has equipment and tools that can be hazardous and/or dangerous. The undersigned understands that the activities that take place in the Makerspace involve risks of accident, injury (including serious personal injury), illness, permanent disability and even death. The undersigned accepts these risks on their own behalf, and if signing on behalf of a minor, they accept these risks on the minor's behalf and assume any and all risk inherent in the use of the Makerspace and activities within.

10. The undersigned agrees that GCPL provides no warranties of merchantability or fitness for particular purpose or use concerning any project or items made using GCPL's equipment, tools or materials.

I, \_\_\_\_\_ (print name, individual or parental guardian), agree to the following:

I affirm that the information I have provided on the Makerspace Agreement and Waiver is current, true and correct. I understand that this information may be subject to verification. In consideration of being permitted to use the Makerspace, the undersigned agrees to hereby indemnify, release, hold harmless and forever discharge the GCPL and its Board of Trustees, agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages or liabilities, of any kind of nature, whether known or unknown, in law or in equity, that I ever had or may have, arising from or in any way related to my, or my child's use of the Makerspace, provided that this authorization and Waiver does not apply to acts of gross negligence, or intentional, willful or wanton misconduct.

In consideration of being permitted to use the Makerspace, I understand and agree that this Agreement is binding upon myself, my heirs, executors, legal representatives, successors and assigns. The provisions of the Agreement and Waiver will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of the GCPL, whether by agreement, by operation of law, or otherwise.

The parties agree that any and all disputes resulting in litigation will be commenced, litigated and adjudicated only in the County of Nassau, State of New York pursuant to the laws of the State of New York.

If a court of law construes any part of this release invalid, such construction shall not invalidate the remainder of this release.

I have read this release, have no questions about its meaning and voluntarily accept the terms of this release by signing my name below.

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

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

Printed Name of minor if signing for a minor \_\_\_\_\_

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

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