



## Let's get started.

Before you can use the makerspace, you need:

**A valid Greene County Public Library card.**

It's easy to get a card—just visit any of the seven Greene County Public Library locations.

**A Spark Place waiver on file.** Don't have one? Don't worry. That's what the rest of this document is. Read it, sign it, bring it to Spark Place.

If you're under 18, your parent or guardian will need to sign the waiver for you.

## Questions?

Let us know. We're here to help.

**Phone:** (937) 736-7092

**Email:** [sparkplace@gcpl.lib.oh.us](mailto:sparkplace@gcpl.lib.oh.us)

**Web:** [greenelibrary.info/sparkplace](http://greenelibrary.info/sparkplace)



# Makerspace Use Agreement and Release of Liability (the “Agreement”)

In order to use the Makerspace facilities and equipment, each adult user (a patron who is aged 18 or older) (“Adult User”) must review this Agreement, provide the Adult User information requested in Section 1 below, and sign 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 guardian/legally responsible person must sign in the space designated below.

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 “Responsible Party”) must review this Agreement, provide the information requested in Section 2 below, and sign this Agreement in the area designated at the bottom of the document.



Please note that this document includes a Release of Liability that releases Greene County Public Library (“GCPL”) and others related to it from liability for personal injuries and other losses resulting from the use of the Makerspace facilities and equipment. Please read carefully.

## 1. Adult User Information.

Name: \_\_\_\_\_

Library Card Number: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Emergency Contact Name and Telephone Number:  
\_\_\_\_\_

## 2. Minor User and Responsible Party Information.

### Minor User Information

Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Library Card Number: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### Responsible Party Information

Name: \_\_\_\_\_

Library Card Number: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Emergency Contact Name and Telephone Number:  
\_\_\_\_\_

3. **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 has received and read the 3D Printing Safety/Regulations and Guidelines/Use Policy attached to this Agreement as Appendix “A”; (3) User shall comply with all GCPL policies and procedures, including all Makerspace policies, guidelines, and instructions; (4) User or Responsible Party shall be responsible to pay any GCPL charges or fees for use of Makerspace tools, equipment, and materials, and for damage, loss, or clean-up of GCPL property, which may be valued and billed to User’s or Responsible Party’s GCPL account or by other means, in GCPL’s discretion; and (4) all insurance of the User or Responsible Party applicable to any injuries or claims arising out of the Makerspace Activities (defined below) shall be primary with any applicable GCPL insurance being secondary.

4. **Makerspace Activities; Assumption of Risk.** GCPL’s Makerspace facilities and equipment include, but are not limited to, 3-dimensional copying and printing machines, computer equipment, plastic materials, finishing tools and equipment, and other 3D working related items. While most tools, equipment, and supplies will be provided by GCPL, 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 GCPL staff. GCPL 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 GCPL 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 GCPL 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 GCPL 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. 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.

5. **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 GCPL, its Board of Trustees, and all organizations related to GCPL and GCPL’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 and Indemnification includes all damages, costs, expenses, attorneys' fees, and economic and other losses which may be sought in any such claims.

**6. Consent to Medical Treatment.** If the User is injured or becomes ill while involved in Makerspace Activities, the User and/or Responsible Party hereby authorizes GCPL 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.

**7. Miscellaneous.** The User and/or Responsible Party agrees that GCPL 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 Greene 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 GCPL.

**By my signature below, User acknowledges that having carefully read this Agreement including Appendix "A" in its entirety and understood it, and User voluntarily agrees to all statements and provisions of this Agreement, including the Release of Liability and Indemnification of Sections 4 and 5. 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: \_\_\_\_\_

**By my signature below, I acknowledge that I have carefully read this Agreement including Appendix "A" 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 Sections 4 and 5, 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 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: \_\_\_\_\_

## **Appendix A - Technology Access Priorities Statement**

By action of the Greene County Public Library Board of Trustees  
October 9, 2002, revised 05/06/04; 01/12/05; 09/28/06; 09/10/14; 01/11/17

The Greene County Public Library is committed to providing its patrons with technology necessary to completely fulfill all patron expectations with respect to the primary mission and functions of the Greene County Public Library. In this regard our strongest priority is to support and maintain the Library webpage, the on-line catalog, and access to all other electronic reference databases and software available on its computers.

In fulfilling our primary mission, the Greene County Public Library also maintains and makes available Internet access which a patron may utilize to access other Internet sites not directly related to the Library's primary mission. While the Library and its staff are committed to making such access available, the Library cannot guarantee patron satisfaction in accessing these other sites with the same commitment and support provided to the delivery of our primary services.

Free wireless Internet access is provided to patrons and guests. Patrons are responsible for configuring their own wireless equipment.

A patron's experience with web sites may vary and may be beyond the control of the Greene County Public Library and its staff.

Greene County Public Library is in compliance with the Children's Internet Protection Act (CIPA). To the extent practical, technology protection measures (or "Internet Filters") shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information. Specifically, as required by CIPA, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors.

Subject to staff supervision, technology protection measures may be disabled for adults age 17 or over upon proof of age or, in the case of minors, minimized only for bona fide research or other lawful purposes.

### **Acceptable Use Policy**

1. The following uses of the Internet and equipment at the library are prohibited: illegal purposes, and displaying graphics which may be reasonably construed as obscene.
2. Users of the public computers and equipment are responsible for their own choices. Parents and guardians are responsible for the use of these resources by their own minor children.
3. Users of the public computers and equipment shall not: misrepresent themselves as another person; attempt to modify or gain access to files, passwords, or data belonging to others; seek unauthorized access to any computer system; damage or alter software

components of any network or database; upload information to a library computer's hard drive or equipment without authorization by staff; or modify any library screens or programs.

4. The sending of any information, including name, address, and credit card numbers, via the Internet is at the sole risk of the user. The Library accepts no responsibility for unauthorized access or modification of accounts or materials accessed through the Library's equipment or networks.

5. The library reserves the right to charge for printing or use of consumables.

6. Makerspace Users may bring their own consumable materials or use library-supplied materials. Makerspace User supplied materials are subject to the approval of staff. Library supplied materials may be supplied at a cost to the user.

7. Use of a public computer or equipment is on a first-come basis.

8. The copyright law of the United States (Title 17 U.S. Code) governs the reproduction of copyrighted material. The user of the public computer or tablet is liable for any infringement.

9. Users may bring their own storage devices and media for the purposes of uploading, downloading or storing data. Documents saved to the computers' hard drives are erased on a regular basis. The library is not responsible for damage to a patron's storage device or computer, or for any loss of data, damage, or liability that may occur from use of the library's equipment.

10. The library reserves the right to end a session at any time.

11. Library staff assistance with equipment and technology is available as staff time permits.

12. Misuse of the library's computers and/or equipment may result in loss of library privileges.



**Greene County**  
Public Library

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