

## **Teton County Library Makerspace & Recording Studio Policy and Acknowledgment of Risk and Liability Waiver**

### **Purpose**

Teton County Library's mission is to foster literacy and lifelong learning, inspire creativity, and strengthen community and create a welcoming community that is inspired to pursue its passions, forge connections, discover new ideas, and engage in civic life. The Library's makerspace and recording studio (Makerspace) facilitate this mission by providing patrons with a wide variety of specialized equipment, tools, and other resources, and offering guided exploration of these new resources through Library classes and programs.

The Makerspace promotes and facilitates the creative, educational, recreational, entrepreneurial, and other explorative goals of users. Makerspace resources allow patrons to develop new projects, concepts and technical skills. This collaborative workspace can be used individually or with others of common interests to develop something from an idea into a finished project.

### **Makerspace Rules and Terms of Use**

#### Eligible Users and Required Documentation

Every individual intending to use the Makerspace and its resources must first read the Makerspace Policy and read and sign the Makerspace Acknowledgment of Risk and Liability Waiver, which will be kept on file at the Library. The Makerspace and its resources may not be used by any individual without prior authorization from the Library.

Use of the Makerspace and its resources under these terms is entirely optional and voluntary.

Makerspace resources are available at no charge to members of the community with an active library card in good standing. All users of the Makerspace under the age of 18 must have a parent/legal guardian sign this document. Teens (age 15 to 17) must also sign this document acknowledging they have read and understood and will abide by the Makerspace Policy and all rules. Users under the age of 14 must be supervised by a parent/guardian or instructor at all times.

#### Training and Approval for Independent Use

Independent use of Makerspace equipment, tools and other resources is prohibited without prior authorization by staff. Users may be required to complete Equipment Use and Safety Training (in-person or video) prior to authorization for independent use of some Makerspace resources and must sign an acknowledgment that they completed the assigned training which will be kept on file at the Library. Regardless of having undergone training, the Library staff has

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the sole discretion to determine whether an individual may operate equipment independently without supervision.

The user understands that regardless of training provided by the Library, it is their responsibility to understand the proper methods for the safe use of the equipment, tools, technology, and other resources that they elect to use. The user warrants that they are capable of using the equipment, tools, technology and other resources that they choose to use in the manner for which it was intended.

#### Projects Requiring Advance Approval

Projects that users wish to undertake utilizing the 3D printers, the laser cutter, Cricut, and other designated resources, *must be approved in advance by Makerspace staff* to ensure that the proper file format, size, and materials are employed for the equipment.

#### User Accommodation

Users who need special arrangements or require accommodations should notify staff as far in advance as possible before their anticipated use of the Makerspace.

#### Consumable Materials

While use of the Makerspace and its resources is free, there is a cost for materials used (consumables). The Library also may not have all the consumable materials needed by a user for a project. Users are welcome to bring in consumable materials for use with the Makerspace resources that has been *approved in advance by Makerspace staff*, except for the 3D printers. The Library exclusively supplies the 3D printer filament to users, for which the Library may charge a fee to cover the Library's costs.

Other consumable materials may be available for purchase and users agree they will be financially responsible for the costs of any materials they consume when using the Makerspace. For Library Makerspace Programs, consumable materials may be provided free of charge, based on availability. Users should consult with Makerspace staff about the availability and costs of consumable material before planning a project.

#### Prohibited Uses

The Makerspace and its resources may not be used to create or manipulate objects that are prohibited by local, state, or federal law; that are unsafe, harmful, dangerous, or pose an immediate threat to the well-being of others; or which infringes upon a patent, trademark, trade secret, copyright or other proprietary rights of any party.

#### Availability

All equipment is available on a first come, first serve basis during designated hours. Users must be punctual for scheduled classes, programs, and reservations. Users may lose the ability to make any further reservations after arriving late 3 times or having 3 absences unless staff are notified in advance. A reservation is subject to cancellation if the user is late by 15 or more

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minutes. The Library may adopt additional rules to ensure fair and equal access to all interested users of the Makerspace and its resources.

#### Personal Property of Users

The user understands that the Library is not responsible for any personal property that is lost, stolen or damaged within the Makerspace or the Library. Projects and creations made by user at the Makerspace are personal property and solely the responsibility of user.

The Library is not liable or in any way responsible for items created within the Makerspace. This includes but is not limited to a user's project or creation that does not result or operate as expected, has defects, or is destroyed - no matter the cause. Users understand that the Library is not responsible for any manufacturing defects, staff errors, or the quality of workmanship produced by Makerspace resources.

#### Privacy of Users and Library Media Materials

The user recognizes that confidentiality and privacy may not be possible while using the makerspace due to the public nature of the space.

**Users give permission for Library media coverage or marketing and public relations material that might contain their image and without any personal compensation.**

#### Responsible Use of Makerspace and its Resources

Users agree to clean up after themselves after using the space and to leave all Makerspace resources in the same working order as at the start of the user's utilization of the particular equipment, tool, technology or other resource. Users will notify Library staff immediately of any issues or problems that arise with any of the equipment, tools, technology or other resources. Users will not attempt to repair anything themselves.

Food is prohibited unless it is connected to the use of the Charlie Cart or otherwise approved by staff. Securely-covered, non-alcoholic beverages are allowed in the makerspace and recording studio.

#### Safety Protocols

The user agrees to undergo the applicable training prior to using any of the Makerspace resources. The Library provides safety gear in the Makerspace. The user will utilize appropriate protective gear and will exercise caution at all times when using the Makerspace. The user will wear the safety gear and follow the safety procedures that are specifically required for use of particular Makerspace resources.

The user agrees that should there be a question of proper use of anything in the Makerspace, they will consult a library staff member for clarification.

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The user agrees to avoid behavior that may put themselves or others users at risk of harm to the body or personal property or that may cause damage to the Makerspace, its resources or the Library. Users are encouraged to report behavior that is negligent, reckless, or which may cause harm to people or property.

Closed-toed shoes are required in the makerspace. Hair must be safely secured and jewelry, lanyards, loose clothing, or other loose/dangly items are not permitted. Users authorize Library staff to secure any medical treatment deemed necessary for their immediate care in the event of any emergency.

#### Additional Rules

Users of the Makerspace shall abide by any additional rules that may be adopted by the Library to ensure the safe and equitable use of the Makerspace by all users.

#### General Disclaimer

Users are solely responsible for any monetary claims or other consequences that arise as a result of their projects, objects, and creations made with Makerspace resources. The Library is not responsible for any harm or injury to third parties incurred as a result of any usage of the Makerspace equipment, tools, technology, or other resources.

#### Financial Responsibility of Users

The user accepts sole responsibility for their actions while using the Makerspace and while participating in any Makerspace class or program.

The user shall be financially responsible and liable for any property damage and/or personal injury they cause, whether to the Library or third parties, in the course of their use of the Makerspace.

Users shall pay for any expenditure incurred by the Library due to their improper use of the Makerspace, including but not limited to, any costs associated with the replacement, reprogramming, or recalibration of Makerspace resources, or additional cleaning of the space. Payment shall be made within thirty days of notice from the Library of the damage which itemizes the costs. Users agree to be responsible for all costs associated with any necessary collection efforts, including legal fees.

#### Assumption of Risk by Users

Users understand and acknowledge that there are inherent dangers and risks involved in participating in programs at the Makerspace and using the equipment, tools, and other resources of the Makerspace. Participation and use of all equipment, tools, and other Makerspace resources is at the sole risk of the user. All users knowingly assumes all risk of all harm that occurs to their property or person, including personal injury or death, as a result of engaging in Makerspace activities, whether caused by themselves, the Library, third parties, or

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otherwise. This includes harm caused by the malfunction or improper use of equipment, tools and other Makerspace resources.

Waiver of Claims by User

Users expressly waives and releases Teton County Library and its employees, officers, volunteers, and agents, from any and all losses, claims, actions, or liability that arise due to any damage, loss, or injury to the user or their property that is sustained as a result of the user's participation in activities at the Makerspace no matter the cause.

Indemnification by User

Users agree to indemnify, save and hold harmless the Library and its employees, officers, volunteers, and agents, from any and all losses, claims, actions or proceedings of every kind and character which may be initiated by any other persons or organizations which arise directly or indirectly from the actions of the user while engaged in activities and use of the Makerspace and its resources.

**User Acknowledgement**

***By signing below, the user acknowledges that they have carefully read and understood the Makerspace Policy with its Rules and Terms of Use, including specifically the provisions regarding the user's Financial Responsibility, Assumption of Risk, Waiver of Claims and Indemnification. User agrees to abide by the policy and rules for using the Makerspace and acknowledges they are sufficiently informed about the risks involved in using the Makerspace. The user executes this document voluntarily fully intending to be bound by its terms.***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Printed Name: \_\_\_\_\_  
(Please Print Clearly)

Address:

Home Phone:

Other Phone:

Email:

Library Card Number:

Emergency Contact:

Phone:

Relationship to User:

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### Makerspace Acknowledgement of Risk and Liability Waiver – MINORS

Name of minor(s): \_\_\_\_\_ DOB: \_\_\_\_\_  
(Please Print Clearly)

I am the parent/legal guardian of the minor identified above. I have read and understand the Makerspace & Recording Studio Policy and Acknowledgment of Risk and Liability Waiver. I consent to the participation of the minor child(ren) identified above in Makerspace activities.

I am fully aware that participation in Makerspace activities and programs may involve risk of personal injury or harm to a minor child or property. I hereby agree to waive, release, and hold harmless, the Teton County Library, its officers, employees, volunteers, and agents, from and against any and all liability, loss, claims, or actions for bodily injury to the minor child and/or property damage, related in any way to the participation of minor child(ren) in Makerspace activities no matter the cause and in the same manner as identified for adult users of the Makerspace as set forth in the Makerspace & Recording Studio Policy and Acknowledgment of Risk and Liability Waiver.

I shall be financially responsible and liable for any harm or damages to property or persons that results from the behavior and actions of the minor child(ren) that arises from their participation in Makerspace activities and in the same manner as identified for adult users of the Makerspace as set forth in the Makerspace & Recording Studio Policy and Acknowledgment of Risk and Liability Waiver.

I shall indemnify, save and hold harmless the Library and its officers, employees, volunteers, and agents, from any and all losses, claims, actions or proceedings of every kind and character which may be initiated by any other persons or organizations which arise directly or indirectly from the actions of the minor child(ren) while engaged in activities at the Makerspace and in the same manner as set forth in the Makerspace & Recording Studio Policy and Acknowledgment of Risk and Liability Waiver.

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Parent/Legal Guardian (please print clearly)

Address:

Home Phone:

Other Phone:

Email:

Library Card Number:

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