



## Midland Public Library MakerPlace Use Agreement

Please review the policies and guidelines below. In order to use the MakerPlace space and equipment, you must accept and comply with all written, posted and staff-provided oral guidelines and provisions.

1. Before using MakerPlace equipment, the user must complete and sign this agreement form and verify their library account is active.
2. Prior to using MakerLab equipment, the user must successfully complete a mandatory online or in-person training to be certified on each piece of equipment.
3. The user must check-in with staff members before using equipment and provide their library card and estimated time of use.
4. The user must comply with any and all directions given by staff and must comply with all safety, Rules of Conduct and MakerPlace guidelines.
5. Those between the ages of 14 and 18 may use the MakerPlace without parent/guardian supervision if they have an agreement form on file with their parent/guardian's signature. Children under the age of 14 must be accompanied and supervised by an adult at all times and may not independently operate any equipment that the MakerPlace offers or may later acquire.
6. Minors are the complete responsibility of their adult parent/guardian/caregiver and the adult assumes full and complete responsibility for the minor, including damage done by the minor to equipment and harm befalling the minor due to operating the equipment.
7. The user agrees that the Library is not responsible for any equipment defects or resulting product defects.
8. The user agrees to notify the Library of any equipment damage or malfunction immediately, as well as any injuries or accidents to the user or other users.
9. The user agrees to follow all Library policies relating to reserving equipment and/or the use of one machine/piece of equipment at a time and agrees to comply with any time limitations put in place by the Library.
10. The user agrees to pay for any consumable material used, in compliance with the Library's established fee schedule.
11. The Library is not responsible for any equipment, supplies or materials brought in or provided by the user.
12. The user agrees to return any equipment borrowed or used in the same condition it was received. Users may be held liable and charged for any damage to equipment beyond normal wear and tear. Users will be charged for any damage to equipment or the workspace, including viruses or other damages to Library computers or electronic equipment, as a result of the user attaching or plugging in their own equipment. The user must clean their workspace when done and inform staff if this cannot be done.

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13. The user agrees to follow all applicable laws, statutes and codes related to copyright infringement and intellectual property. The user is solely responsible for any items created. The creation, manufacture and/or production of dangerous or illegal items is prohibited. Use of equipment for any illegal activity is prohibited.
14. Violation of any policy or guideline may result in the suspension of the user's ability to use the MakerPlace and/or the Midland Public Library.

I certify that I have read and agree to the above policies for use of the Midland Public Library's MakerPlace. I voluntarily accept the terms and conditions by signing below.

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

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

I certify that I have read and agree to the above policies for use of the Midland Public Library's MakerPlace. I understand that I am fully responsible for my minor's use of the MakerPlace and their compliance with all policies. I voluntarily accept the terms and conditions by signing below.

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

User's name: \_\_\_\_\_ DOB: \_\_\_\_\_

Parent/Guardian Name (for minor): \_\_\_\_\_

I affirm that the information I have provided on the above form and Use Agreement is current, true and correct. I understand that this information will be verified by Midland Public Library staff. In consideration of being allowed to participate in and use Midland Public Library's MakerPlace tools, materials and equipment, if I or the person for whom I am signing this agreement is injured, becomes ill, or suffers death while participating in the MakerPlace or while using, transporting or otherwise having possession of MakerPlace equipment, materials and/or tools, I agree to be legally bound by the promises set forth below. I understand that the term Library includes the Midland Public Library, its employees, officers, directors, agents, volunteers, board members and agents. I will not sue the Library. I forever release the Library from all liability for injury on behalf of myself, my heirs, successors and assigns. I will indemnify and hold harmless the Library from any loss, liability, damage or cost of any kind that may occur as a result of the injury, illness or death. I agree that the above promises are legally binding even if I or my heirs, successors and assigns contend that my injuries, illness or death are wholly or partly the result of negligence, recklessness, carelessness and/or fault on the part of the Library for which a release is not contrary to public policy. I voluntarily assume the risk of injury or death while participating in the MakerPlace or using MakerPlace equipment. I understand that using the MakerPlace space and/or equipment may be inherently dangerous. I recognize my responsibility to exercise good judgement, to act responsibly and to obey all of the Library's oral or written guidance, instructions (including signage) and warnings. The parties intend each provision to be severable and separate and apart from one another. If a court of law decides that any part of this release is invalid, such decision shall not invalidate the remainder of this release. I am 18 years of age or more or, if not, I am signing as parent or guardian of the minor child named above. I have read and understood the release, have no questions about its meaning and am voluntarily signing below intending to be legally bound.

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

OFFICE USE ONLY: Library Card #: \_\_\_\_\_ Staff Initials: \_\_\_\_\_

Note Added to Account: \_\_\_\_\_

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