

Makerspace Guidelines

Clay Center Carnegie Library's Makerspace promotes creativity, ingenuity, and entrepreneurship by creating opportunities for individuals to collaborate, innovate, inspire one another, and generate content. It supports lifelong learning and the realization of ideas in a new way through technology and hands-on fabrication by providing open access to a wide variety of equipment and tools in multiple ways, including guided exploration through classes and programs.

Prior to using the Makerspace, an adult parent, guardian or another person with appropriate legal authority must sign the Makerspace Use and Agreement for Minors. Parents/Guardians are welcome to tour the Makerspace to become familiar with the equipment and evaluate use by a minor child, and Clay Center Carnegie Library staff are happy to answer any Parent/Guardian questions.

Patrons need to check-in with the staff member on duty each time before using the Makerspace.

Patrons must participate in safety and use training before using tools and machinery. Staff is available to assist in explaining the operations of tools and equipment and provide any required safety and use training.

Clay Center Carnegie Library staff is available to assist any patron with disabilities who need special arrangements or accommodations.

Clay Center Carnegie Library provides patrons with access to safety supplies in the Makerspace. Safety is a priority. Some tools or equipment requires specific safety gear as described in training. All safety gear must be worn as appropriate. Closed-toe shoes are suggested to be worn in the Makerspace.

Patrons should report any tool or piece of equipment that is unsafe or in a state of disrepair. The patron must immediately discontinue use of the tool or equipment and notify Clay Center Carnegie Library staff.

Patrons should report any accident that occurs and any unsafe behavior by anyone a staff member.

Patrons should take precautions to prevent avoidable mess or damage in the Makerspace.

Clay Center Carnegie Library is not responsible for any damage or loss of property, including Makerspace projects.

Clay Center Carnegie Library reserves the right to halt, delete or disallow the creations of items that violate Library Policies including the creation of weapons, obscene materials, or illegal items.

Makerspace Use Agreement and Release of Liability for Minors

Clay Center Carnegie Library provides minors with the opportunity to access and use its Makerspace facilities and equipment, as described in more detail below. All use of the Makerspace facilities and equipment is entirely optional and voluntary and is for purposes of recreation, education, and/or self-improvement.

In order for a minor 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 must review this agreement, provide the information requested in Section 1 below, and sign this agreement in the area designated at the bottom of the document.

Please note this document includes a Release of Liability that releases Clay Center Carnegie Library and others related to it from liability for personal injuries and other losses resulting from the Minor User's use of the Makerspace facilities and equipment.

1. Minor User and Parent/Guardian Information

Minor User Information:

Name: _____

Birthdate _____

Address: _____

Phone #: _____

Email: _____

Parent/Guardian Information:

Name: _____

Birthdate _____

Address: _____

Phone #: _____

Email: _____

2. Conditions of Use: By signing below, the Parent/Guardian affirms and agrees that:(1) the Minor User is capable of participating in the Makerspace activities (defined below); (2) the Minor User shall comply with all Clay Center Carnegie Library policies, guidelines and instructions; (3) Parent/Guardian shall be responsible to pay any charges or fees for damage, loss or clean-up of Clay Center Library Property, which may be valued and billed to the Parent/Guardian's library account or by other means, in the library's discretion: and (4) all insurance of the Minor User and/or Parent/Guardian applicable to any injuries or claims arising out of the Makerspace activities (defined below) shall be primary with any applicable Clay Center Carnegie Library insurance being secondary.

3. Makerspace Activities; Assumption of Risk: Clay Center Carnegie Library's Makerspace facilities and equipment include, but are not limited to, video production equipment, recording devices, drawing tools and equipment, 3-dimensional pens and printing machines, computer equipment, charging stations, wood, metal, plastic, and composite supplies and materials, glue, solvents, nails, screws, and other working parts. The Minor User may work alone or share the Makerspace workspace, tools, and equipment with other users and Clay Center Carnegie Library staff. Clay Center Carnegie Library may require users to wear specified safety gear and undergo training, but safety gear and training may not always be available. Surfaces of floors, workbenches, and tables in the Makerspace area may have debris, dust and liquids, and sharp objects. While Clay

Center Carnegie Library will strive to supervise the Makerspace areas, not all activities of Minor 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 Clay Center Carnegie Library policies, procedures, guidelines, and safety rules, or not, shall be referred to as the "Makerspace activities".

The Undersigned Parent/Guardian, for and on behalf of the Minor user and such Parent/Guardian 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, feet, eyes and other body parts; electrical shock; exposure to dust, fumes, smoke, noise and vibrations; and accidents due to the negligence of other users or Clay Center Carnegie Library staff, or vendors, or due to defective or inadequate facilities, equipment, tools and 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 Minor User's involvement in the Makerspace activities, including unpredictable risks and risks inherent in the use of work areas, facilities, tools and equipment used in Makerspace activities. The Parent/Guardian agrees that the Minor User's participation in Makerspace activities involves risks of accidents and serious personal injury and illness, paralysis, permanent disability, and even possible death, of the Minor User. All above-referenced risks and other risks arising from the Makerspace activities are referred to herein as the "Risks".

The undersigned Parent/Guardian expressly assumes, for such Minor User and the Parent/Guardian, and their respective heirs, family, and estate, executors, administrators, assigns and personal representatives, all Risks arising from the Minor User's participation in Makerspace Activities, whether those Risks are known or unknown, or are predictable or unpredictable, or are Risk inherent in the Makerspace activities.

4. Release of Liability and Indemnification of Claims of Minor User and Undersigned

Parent/Guardian: In consideration for the privilege granted to the Minor User to participate in Makerspace Activities, and with full awareness and appreciation of the Risks involved, the undersigned Parent/Guardian, for and on behalf of the Minor User and the undersigned Parent/Guardian, and for such Minor User's and such Parent/Guardian's heirs, family and estate, executors, administrators, assigns and personal representatives, hereby releases and agrees to indemnify and hold harmless Clay Center Carnegie Library, it's Board of Trustees, and all organizations related to the Clay Center Carnegie Library, and Clay Center Carnegie Library's, and its related organization's 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 Minor User and arising from the Minor User's participation in the Makerspace Activities, and the Risks, including all claims of the Minor User and all claims of each undersigned Parent/Guardian. This release and indemnification includes all damages, costs, expenses, attorney's fees, and economic losses which may be sought in any such claims. This Release and Indemnification is intended to have the scope and effect permitted by law, including C.R.S. §13-22-107.

5. Consent to Medical Treatment: If the Minor User is injured or becomes ill while involved in Makerspace Activities, the Parent/Guardian hereby authorizes Clay Center Carnegie Library and its

employees, volunteers, agents, and representatives to obtain and consent to, on the Parent/Guardian's behalf, medical care for the Minor User, including without limitation medical treatment, hospitalization, ambulance transportation, anesthesia, and X-ray and other exams and test. The undersigned Parent/Guardian agrees to pay all costs of such medical care and transportation.

6. Photo/Video Release: The Clay Center Carnegie Library has my permission to use my or my child's photograph or video recording publically to promote the library. I understand the images may be used in print publications, online publications, presentations, websites, and social media. I also understand that no royalty, fee or other compensation shall become payable to me by such use.

7. Miscellaneous: The Parent/Guardian agrees that Clay Center Carnegie Library provides no warranties of merchantability or fitness for a particular purpose or use concerning any project or items made using Clay Center Carnegie 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 Kansas law, and any claims brought concerning it must be commenced in the courts of Clay County, Kansas. This document shall not be amended except by a written document signed by the Parent/Guardian and the Clay Center Carnegie Library Director.

By my signature below, I acknowledge that I have carefully read this Agreement 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 Section 4, on my behalf and on behalf of the Minor User. I am sufficiently informed about the Makerspace Activities in which the Minor User may/or will participate and the Risks involved to decide whether to sign this Agreement. I authorize the Minor 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 Minor User with full authority under the law to sign and enter into this Agreement for myself and the Minor User. If more than one Minor User is identified above, all provisions of this Agreement shall apply to each Minor User listed.

Parent/ Guardian Signature:

Printed Name:

Date:
