



Whittier Public Library Maker Agreement and Release Form

Please review the policies and guidelines set forth below. Acceptance of and compliance with these provisions is required for your use of the space, tools, equipment, and materials provided.

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

Whittier Public Library card # \_\_\_\_\_

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

Parent/Legal Guardian's Name (if under 18) \_\_\_\_\_

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

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

**Agreement:**

1. Prior to using the Whittier Public Library MakerSpace, users must complete a Maker Agreement form. Forms are retained for a period of four (4) years so memberships must be renewed every four years. Makers are asked to verify their identity with valid photo ID and/or library card. A minor without valid photo ID may verify his/her identity with a library card and valid photo ID of a parent/legal guardian.
2. Makers must "check in" with the staff member on duty, during open MakerSpace hours.
3. Makers must participate and achieve competency in mandatory orientation and safety trainings to use the 3D printers, sewing machines, vinyl cutter and any other tool/machine offered; they may not use these tools until this "certification" training has been completed. When using a tool that does not require certification, the Makers are certifying that they are capable of using that item in a safe and proper manner. Staff will make available (upon request) materials such as manuals.
4. Parent/caregiver supervision is recommended for all minors, as the MakerSpace contains potentially dangerous tools. Young children are the responsibility of their parents or caregivers and may not be left unattended in Whittier Public Library MakerSpace.
5. Makers under the age of 14 must be supervised by a parent, adult guardian (18 or older), or teacher at all times. For some equipment, makers under the age of 16 must be supervised by a parent, adult guardian, or teacher at all times.
6. Some equipment requires the use of personal protective equipment. For the Maker's convenience the Whittier Public Library MakerSpace provides access to safety supplies including safety goggles, masks, gloves, First Aid Kits, and fire extinguishers.
7. The Maker agrees that the Whittier Public Library is not responsible for any manufacturing defects in the quality of workmanship or materials inherent in any of the tools or equipment.
8. Makers agree that if any tool or piece of equipment becomes unsafe or in a state of disrepair, they will immediately discontinue use of the tool and notify MakerSpace staff.
9. Makers must report any accident/incident that occurs on MakerSpace premises to a staff member.
10. Most tools and equipment are available to Makers on a first come, first serve basis, for use in the MakerSpace only. Reservations for some Maker tools and equipment can also be made.

**Agreement Continued:**

11. Items used in the MakerSpace are to be returned to their original location, in the same condition as they were issued, barring normal wear and tear. The Maker agrees to inform the Staff member in the case that they are unable to return a work surface, tool or equipment to its original state.
12. Maker agrees to pay for the loss or damage to any items and further agrees to accept the Library staff's assessment of fair restitution for damage, dirtiness, delinquency and/or loss of items in part or total.
13. The Maker agrees to take precautions to avoid causing unnecessary mess or damage in the MakerSpace. The Maker agrees to clean up his/her workspace in the MakerSpace following use.
14. The Maker acknowledges that the library is only able to provide consumable materials on a limited basis. The Maker agrees to avoid wasting consumable supplies and materials. Some materials may be provided on a cost recovery basis. The use of outside materials in the MakerSpace requires approval by MakerSpace staff.
15. The use of the MakerSpace is intended for discovery and learning purposes. Conducting business meetings such as paid tutoring, paid classes etc. is not allowed in the MakerSpace
16. The production of dangerous items and weapons in the MakerSpace is prohibited as determined by Library Staff in their sole discretion.

I, \_\_\_\_\_(print name), affirm that the information I have provided on the Maker Agreement is current, true, and correct. I understand that this information may be subject to verification.

I, \_\_\_\_\_(print name), do hereby for myself, on behalf of my heirs, successors, and assigns, in consideration of being permitted to use tools and equipment, waive any and all claims against the City of Whittier and the Whittier Public Library for any personal injury, illness, death, or liability resulting from or arising out of the carelessness, recklessness, negligence and/or fault of the Whittier Public Library.

I, \_\_\_\_\_(print name), hereby for myself, on behalf of my heirs, successors, and assigns, in consideration of being permitted to use tools and equipment, agree to release and indemnify and hold harmless and defend the City of Whittier and the Whittier Public Library, their offices, agents, volunteers, Board of Trustees and employees from any and all liability, loss, claims, and demands, actions, or cause of action for the death or injury to any persons and for any property damage suffered or incurred by any person which arises or may arise or be occasioned in any way from the maker or possession of tools, technology, equipment or supplies I am using or that another may be using in the MakerSpace. Any available insurance of the maker's shall be primary and the Whittier Public Library be Non Contributory.

The parties intend each provision to be severable and separate and apart from one another.

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 \_\_\_\_\_

**Any maker under eighteen years of age must also obtain the following consent and release before using the MakerSpace.**

I, \_\_\_\_\_(print name), am the parent or guardian of \_\_\_\_\_(print name). I consent to this and state that I have read the above release, have no questions about its meaning and voluntarily accept the terms of this release by signing my name below.

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

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

WPL Approval: \_\_\_\_\_

Date \_\_\_\_\_