

RELEASE OF LIABILITY AGREEMENT

THIS AGREEMENT made this ___ day of _____ 20 __, by and between the **Rochester Hills Public Library** ("Library") and _____ ("User").

In consideration for User's participation in the use of the Library's Makerspace, User agrees as follows:

1. **Conditions of Use.** The User agrees that (a) the User has reviewed the Library's Makerspace Policy ("Policy") and agrees to its terms, which are incorporated by reference into this Agreement, and (b) the User has been trained by Library staff or participated in a Library workshop regarding the use of the Makerspace. The User agrees to comply with all Library policies, including the payment of any fees associated with the use of the Makerspace. If the User is under the age of 18, a parent or legal guardian agrees to this Release of Liability on behalf of the minor child and the term "User" applies to both the minor child and any parent or legal guardian.

2. **Assumption of Risk.** User acknowledges the risks in the use of tools, equipment, devices, and hazardous materials of any kind commonly used in electronics construction, fabrication, software design and other technology related activities and that User's participation in such activities and/or use of the Makerspace may result in injury, illness, or death to User or damage to User's personal property. Further, such risks and dangers may be caused by User or other Users. Such injury, illness death or damage to User or User's personal property may arise from foreseeable or unforeseeable causes. User, and the User's heirs, family, estate, personal representatives and assigns, fully assumes all such risks (known, unknown and/or unforeseen) and any other risks which arise in connection with the use of the Library's Makerspace.

3. **Release of Liability.** User, including the User's heirs, family, estate, personal representatives and assigns, releases the Rochester Hills Public Library, its staff, board members, exhibitors, guests, fellow Makerspace users/patrons, employees, agents, guests and assigns from any and all liabilities, claims, losses, demands, and causes of action arising or that could arise out of loss or injury to User or damage to User's property while using the Makerspace of the Library and/or using any equipment owned by the Library or another user or guest of the Library, regardless of whether such loss or injury is as a result of negligence of the Library or its users, guests, agents and assigns, or is a result of some other cause. This release includes all damages, costs, medical costs, expenses, attorney fees and any other losses.

4. **Covenant Not to Sue.** User agrees that User will not, under any circumstances, initiate any legal action or administrative proceeding against the Library, its staff, board members, exhibitors, fellow Library users/patrons, employees, agents, guests, and assigns and User will not assist in the prosecution of any legal action filed by another, arising out of an injury to the person or property of User while participating in the use of the Makerspace in the

Library. This covenant extends to include the family, estate, heirs, personal representatives, administrators and assigns of User.

5. **Third Party Indemnification.** User will defend, indemnify, save and hold harmless the Library, its staff, board members, exhibitors, guests, fellow Makerspace users/patrons, employees, agents, guests and assigns from any and all losses, claims, demands, damages, causes of actions or proceedings of every kind and character which may be initiated by any other persons or organizations, and which arise directly or indirectly from the actions of User while engaged in the use of the Makerspace by using the Library's tools, equipment, materials, space, or educational opportunities. User acknowledges that User has carefully read all the above provisions, fully understands same, and voluntarily signs this document as a condition of use of the Makerspace.

6. **Damage of Tools and Equipment.** If User damages the Makerspace tools or equipment, the User will be liable for the damage, which may include replacement costs.

7. **Intellectual Property.** User agrees that he/she has the copyright and other intellectual property rights for materials made on the Makerspace printer and is not violating any other person's intellectual property rights. User shall indemnify and hold harmless the Library against any intellectual property violation claims.

8. **Use of Facilities, Tools, and Materials.** User agrees to use the facilities, tools, and materials in a safe and careful way, and to alert the Library staff, and/or program leaders when facilities, tools, and materials are being used in a way that could cause harm to themselves or others.

User Name (printed) _____

Parent/Legal Guardian Name (printed)(if under 18) _____

User or Legal Parent/Guardian signature _____

Library Authorized Representative: _____