



Sachem Public Library's Studio Maker Agreement and Waiver

1. Prior to using *The Studio* Makerspace (hereinafter "*The Studio*") at the Sachem Public Library (hereinafter "SPL") users must complete this Maker Agreement and Waiver form and, verify his/her identity with valid photo ID or library card. If the user is a minor (i.e., under 18 years old), this form must be completed by the User's parent/legal guardian/caregiver ("Parent"), in which case the User and the User's parent/legal guardian/caregiver must display a valid photo ID or, a valid library card if the minor does not possess a valid ID.
2. For users of the embroidery machine, patrons must complete mandatory instruction.
3. Young children are the responsibility of their parents/legal guardian/caregiver and shall not be left unattended in *The Studio*. All users under the age of 13, or other minors whose behavior requires supervision must be with their parent, legal guardian or caregiver in *The Studio* at all times. Children and teens whose behavior is deemed unsafe will not be permitted to use *The Studio* without adult supervision. Parental supervision is recommended for all minors, as *The Studio* contains potentially dangerous tools, equipment and materials.
4. Users under the age of 16 must be accompanied by a Parent while using the laser cutter, 3D printers, cutting tools, including- rotary cutters and any other sharp cutting implement.
5. The SPL provides the user with access to safety equipment located in *The Studio* including safety goggles, masks, gloves, first aid kits, and fire extinguishers. It is recommended that all users wear such safety equipment whenever using tools in *The Studio*.
6. The user agrees that the SPL is *not responsible* for any manufacturing defects in the quality of workmanship or materials inherent in any of the tools or equipment, and makes no warranties or guarantees in that regard.

7. The user agrees that if any tool or piece of equipment becomes unsafe or in a state of disrepair, he/she will immediately discontinue use of the tool or equipment and notify *The Studio* staff.
8. Users must promptly report any accident/incident that occurs on SPL's *The Studio* premises to a staff member.
9. Most tools are available for use on a first come, first serve basis in *The Studio*, if they are not previously reserved. Reservations for the Form2 3D printer and DaVinci Jr. 3D printer, 3D scanner, laser cutter, virtual reality or any other equipment in *The Studio* should be made with SPL staff at least one (1) day prior to use.
10. Patrons may submit one (1) "The Studio 3D Scanning/Printing/Engraving Request Form" per week, regardless of the device being utilized.
11. Items used in *The Studio* are to be returned to their original location, and in the same condition as they were issued, barring normal wear and tear. The user agrees to pay for the loss or damage to any items or equipment and further agrees to accept the SPL staff's assessment of fair restitution for damage, dirtiness, delinquency and/or loss of items in part or total.
12. The user agrees to take precautions to avoid causing unnecessary mess or damage in *The Studio*. The user agrees to clean up his/her workspace in *The Studio* following use. The user agrees to inform the SPL staff in case they are unable to return a work surface, tool or equipment to its original state.
13. The production of dangerous items and weapons in *The Studio* is prohibited.
14. The undersigned understands that *The Studio* has equipment and tools that can be hazardous and/or dangerous. The undersigned understands that activities that take place in *The Studio* spaces involve risks of accidents, injury (including serious personal injury), illness, permanent disability and even possibly death. The undersigned accepts these risks on their own behalf, and, if the undersigned is signing on behalf of a minor, accepts these risks on the minor's behalf and assumes any and all risk inherent in the use of *The Studio* and activities within.
15. The undersigned agrees that SPL provides no warranties of merchantability or fitness for particular purpose or use concerning any project or items made using SPL's equipment, tools or materials.

I, _____ (print name, individual or parental guardian),
agree to the following:

I affirm that the information I have provided on the Maker Agreement and Waiver is current, true and correct. I understand that this information may be subject to verification. In consideration of being permitted to use *The Studio* the undersigned agrees to hereby indemnify, release, hold harmless and forever discharge the SPL and its Board of Trustees, agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages or liabilities, of any kind of nature, whether known or unknown, in law or in equity, that I ever had or may have, arising from or in any way related to my, or my child's use of *The Studio*, provided that this authorization and Waiver does not apply to acts of gross negligence, or intentional, willful or wanton misconduct.

In consideration of being permitted to use *The Studio*, the understand and agree that this Agreement is binding upon myself, my heirs, executors, legal representatives, successors and assigns. The provisions of the Agreement and Waiver will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of the SPL, whether by agreement, by operation of law, or otherwise.

The parties agree that any and all disputes resulting in litigation will be commenced, litigated and adjudicated only in the County of Suffolk, State of New York pursuant to the laws of the State of New York.

If a court of law construes any part of this release invalid, such construction shall not invalidate the remainder of this release.

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 _____

Printed Name of minor if signing for a minor _____

Phone #: (____) _____ email: _____@_____