

## HPL Makerspace Minor or Dependent Adult Registration Form

Hayward Public Library's (HPL) Makerspace provides a place for patrons to be innovative, creative and collaborative. The Makerspace contains a wide variety of equipment and technology for both guided and independent exploration and learning. All patron use of Makerspace facilities and equipment is entirely optional and voluntary and is for purposes of recreation, education, and/or self-improvement.

In order to use the Makerspace facilities and equipment, each minor user must complete:

- HPL Makerspace Registration Form
- HPL Makerspace Policy Agreement
- HPL Makerspace Risk Acknowledgement and Release of Liability Waiver
- Safety Orientation online

If an adult user has a legal guardian or other person legally responsible to sign documents such as this, the guardian/legally responsible person ("Responsible Party") must sign in the space designated.

A parent or guardian of the minor user must review these documents, provide the information requested, and sign in the area designated. The parent or guardian must be present when turning in the initial paperwork.

### Minor/Dependent Adult User Information

Name \_\_\_\_\_ DOB \_\_\_\_\_

Driver's License/Student ID # \_\_\_\_\_ School (if using student ID) \_\_\_\_\_

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

Address \_\_\_\_\_

### Parent/Guardian/Responsible Party Information

Name \_\_\_\_\_ Driver's License or ID# \_\_\_\_\_

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

Address \_\_\_\_\_ Relationship to User: \_\_\_\_\_

**Emergency Contact Name and Telephone Number(*If different*):** \_\_\_\_\_

I, \_\_\_\_\_, am the parent/guardian of the named minor child or adult individual and give permission for the minor child or adult individual to participate in Makerspace Activities. I will be available at the provided contact information in the event of an emergency, and will update this contact information if it changes.

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

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

Printed name: \_\_\_\_\_

## HPL Makerspace Policy Agreement

### Code of Conduct

All Hayward Public Library's Code of Conduct policies apply to the Makerspace. Library users who engage in conduct or behavior that violates this Policy or the HPL Makerspace Policy Agreement may be issued a warning, be required to leave the premises, and/or have their permission to use the Makerspace revoked.

### The Maker Mindset

HPL's Makerspace is a Do-It-Yourself space. We will provide some materials and equipment but cannot design or create your project. Failure is an essential part of the making process; you are encouraged to experiment and try again.

### Patron Requirements

- Patrons must have completed the HPL Makerspace Registration, Policy Agreement, Risk Acknowledgement and Release of Liability Waiver, and a Safety Orientation to use the Makerspace
- Minors 13 or older may use the Makerspace without the supervision of an adult guardian provided they have all signed paperwork on file.
- Minor patrons from the age of 7 -12 must be accompanied by an adult guardian to use the makerspace.
- Minor patrons 6 and under may not be in the Makerspace unless for library programs or events specifically developed for younger patrons.

### Safety Rules

- Patrons must follow the direction of library staff at all times while in the Makerspace or using Makerspace equipment.
- Patrons must complete general safety training for the lab space and specific training for each machine.
- Patrons must wear close toed shoes within the makerspace. Hair should be tied back and not dangling. Avoid loose fitting clothing or accessories such as ties or long necklaces around machines with moving parts.
- Headphones and earbuds are not permitted in the Makerspace; it is important that you be able to hear machine malfunction, alarms, or safety instructions.
- Report any damaged or malfunctioning equipment to Makerspace staff immediately.
- Any material that you bring in to use in Makerspace machines must be approved by Makerspace staff prior to use. Please provide Material Safety Data Sheets, original packaging, or purchase information.
- You must stay in the presence of your reserved machine while it is powered on or running.

### Reservations and Drop Ins

- Reservations are available online at the Makerspace's reservation page.
- Patrons may reserve one machine per day.
- Reservation timeslots are held for 15 minutes. If you are more than 15 minutes late to a reservation your timeslot may be given to a walk-in patron.

### Cleanliness

- Clean up after your projects. Your reserved machine and its surrounding table and area should be left in the same condition the space was in upon your arrival.
- Return any tools or borrowed materials to their homes after use.
- Keep cords connecting laptops to devices neat and out of walking paths.
- Food is not permitted in the Makerspace. Closed water bottles are permitted only on the back sink counter. Never bring any liquids to stations with machines.
- Clean up any spills immediately to prevent slips and falls.
- Only use the shop vac on or around powered off machines.

## Computer Use

- HPL's Computer Use Policy applies to use of Makerspace Computers.
- Only Makerspace computers may be used with Makerspace equipment.
- No Makerspace computers may be removed from the Makerspace.
- You may not download any software to Makerspace computers. If you would like to request a program be added to Makerspace computers, please direct your request to Makerspace staff.

## Legal

- Makerspace equipment and material may not be used to produce anything that violates local, state, or federal law.
- Makerspace equipment and material may not be used to produce any weapons.
- Makerspace equipment and material may not be used to produce anything that violates copyright or intellectual property laws.
- Makerspace equipment and material may not be used to create items for sale.
- The Makerspace is not liable for failed projects or wasted material.
- Staff has the right to pause or halt projects that violate policy.

- By signing this document, I agree to ensure that the named minor user/dependent adult will follow all HPL Makerspace Policy and verbal instruction of HPL Makerspace Staff. I agree that failure to follow policy and/or instructions may result in access to the Makerspace being revoked.

Minor User/Dependent Adult Printed Name: \_\_\_\_\_

Parent/Guardian/Responsible Party Name: \_\_\_\_\_

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

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

## HPL Makerspace Risk Acknowledgement and Release of Liability

Hayward Public Library's (HPL) Makerspace provides a place for patrons to be innovative, creative and collaborative. The Makerspace contains a wide variety of equipment and technology for both guided and independent exploration and learning. All patron use of Makerspace facilities and equipment is entirely optional and voluntary and is for purposes of recreation, education, and/or self-improvement.

**The purpose of this document is to inform the User and/or Responsible Party of the requirements to use the Makerspace, the inherent risks of using the Makerspace, equipment, and materials, provide consent to medical treatment in the case of emergency, and release Hayward Public Library from liability. Please note that the Release of Liability releases Hayward Public Library and others related to it from liability for personal injuries and other losses resulting from the use of the Makerspace facilities and equipment. Please read carefully.**

### 1. Conditions of Use

By signing below, the User and/or Responsible Party affirms (1) that the User and/or Responsible Party has reviewed and shall comply with all Hayward Public Library's Makerspace policies and guidelines; (2) the User is capable and willing to safely participate in Makerspace activities; (3) the User and/or Responsible Party shall be responsible to pay any applicable charges or fees for use of Makerspace tools, equipment and materials, and damages to HPL property; (4) all insurance of the User and/or Responsible Party applicable to any injuries or claims arising out of the Makerspace activities shall be primary with any applicable HPL insurance being secondary.

*Initial here:* \_\_\_\_\_

### 2. Assumption of Risk

HPL's Makerspace facilities and equipment include, but are not limited to, 3-D printing machines, laser cutting machines, electronic equipment, power tools, computer equipment, and wood, metal, plastic, glass, and composite supplies and materials, glue solvents, nails, screws, and other working parts. Surfaces of floors, work benches and tables in Makerspace may have debris, dust, liquids, and sharp areas. User and/or Responsible party acknowledge the possible risks in the use of the above materials and equipment.

User may share Makerspace workspace, tools and equipment with other users and HPL staff. HPL may require users to wear specified safety gear and undergo training. While HPL will supervise Makerspace areas, not all activities of Users can be directly supervised at all times. The User and/or Responsible Party understands and agrees that Makerspace activities may involve various hazards, dangers, and risks, including without limitation, the risk of falls, cuts, broken bones, burns, and other wounds. The User and/or Responsible Party acknowledges possible exposure to dust, fumes, smoke, and noise. Each User agrees that such User's participation in Makerspace activities involves risks of accidents and serious personal injury, even death, caused by the User or other Users.

The undersigned User/Responsible Party expressly assumes, for such User, and for such User's heirs, family and estate, executors, administrators, assigns, and personal representatives, all risks arising from the User's participation in Makerspace Activities, whether those risks are known or unknown, or are predictable or unpredictable, or are risks inherent in the Makerspace Activities.

*Initial here:* \_\_\_\_\_

### 3. Release of Liability and Indemnification

In consideration for the privilege granted to the User to participate in the Makerspace activities, and with full awareness and appreciation of the Risks involved, the undersigned User and/or Responsible party, and for User and/or Responsible Party's heirs, family and estate, executors, administrators, assigns, and personal representatives, hereby releases and agrees to indemnify and hold harmless HPL, its Board of Trustees, and all organizations related to HPL, and its related organizations' 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 the User and arising from the User's participation in the Makerspace activities, and the Risks, including all claims of the User and all claims of each undersigned Responsible Party. This Release and Indemnification includes all damages, costs, expenses, attorneys' fees, and economic and other losses which may be sought in any such claims. This Release and Indemnification is intended to have the scope and effect permitted by applicable law.

Initial here: \_\_\_\_\_

### 4. Consent to Medical Treatment

If the User is injured or becomes ill while involved in Makerspace Activities, the User and/or Responsible Party hereby authorizes HPL and its employees, volunteers, agents, and representatives to obtain and consent to, on the User's behalf, medical care, including without limitation, medical treatment, hospitalization, ambulance transportation, anesthesia, and X-ray and other exams and tests. The undersigned User and/or Responsible Party agrees to pay all costs of such medical care and transportation.

Initial here: \_\_\_\_\_

### 5. Miscellaneous

The User and/or Responsible Party agrees that HPL provides no warranties of merchantability or fitness for particular purpose or use concerning any project or items made using HPL 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 California law, and any claims brought concerning it must be commenced in the state courts of Alameda County, California, or the U.S. District Court for Northern California. This document shall not be amended except by a written document signed by the User and/or Responsible Party and the Director of HPL or designee.

Initial here: \_\_\_\_\_

- By my signature below, I acknowledge that I am a legal guardian or other person legally responsible for the User with authority to sign this Agreement for and on behalf of the User. 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 3, for and on behalf of the User. I am sufficiently informed about the Makerspace Activities and Risks involved to decide whether to sign this Agreement for the User. I attest that I am eighteen (18) years of age or older.**

**Responsible Party Signature:**

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

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

Printed name: \_\_\_\_\_