

# GSPL Makerspace User Agreement

## SECTION A

### ***All Makerspace Users:***

Primary Makerspace User Name: \_\_\_\_\_

GSPL Library Card #: \_\_\_\_\_

*May we contact you regarding library programs and services? Yes / No*

Please review the policies and guidelines set forth below. Acceptance and compliance with these provisions is required for you to use the makerspace, tools, equipment and materials.

- Users must hold a valid Greater Sudbury Public Library card.
- Users must complete a Makerspace User Agreement prior to using the makerspace.
- Users ages 12 and under must be accompanied at all times by a parent or responsible guardian, age 18 or older who has a signed Makerspace User Agreement on file. The parent or guardian is considered the primary user and is responsible for supervising any children under their care at all times while within the makerspace.
- Users between the ages of 13 and 17 may use the space independently, but must have a Makerspace User Agreement on file with *Section C* signed by a parent or legal guardian.
- Upon arrival, users must check in with the library staff member on duty using their GSPL card and request the equipment they would like to use.
- GSPL will provide users with access to safety equipment in the makerspace including safety goggles, masks, gloves, first aid kits, and fire extinguishers.
- If any tool or piece of equipment becomes unsafe or in a state of disrepair during use, the user will immediately discontinue use of the tool and notify library staff.
- Users must immediately report any accident or incident resulting in injury or damage that occurs on makerspace premises to library staff.
- Most tools and equipment are available to users on a first come first served basis for use in the makerspace.
- Users will return equipment in the same condition in which it was issued, barring normal wear and tear, and agree to pay the costs associated with equipment damage or loss caused by the user's intentional or negligent actions.
- Makerspace computers are reserved for makerspace activities only and are not available for general computer use such as email, word processing, internet browsing or social media.
- Users are responsible for saving their own work to an external storage device such as a USB drive or cloud storage.
- The makerspace may be used for lawful purposes only and cannot be used to create content that is:
  - prohibited by provincial or federal law
  - unsafe, harmful, dangerous, or possess an immediate threat to the well-being of others
  - obscene or otherwise inappropriate for the library environment
- Users assume responsibility for complying with applicable intellectual property laws.
- GSPL reserves the right to deny access to the room or to any equipment at their sole discretion.

## SECTION B

### **Makerspace users 18 or older:**

Each individual attending the Activities (as defined herein) at the GSPL Facility must complete and sign this waiver. A parent/guardian of a minor Attendee must complete and sign the waiver on behalf of the minor Attendee. This waiver must be carefully read, understood and signed in consideration for the opportunity to participate as a willing attendee at a GSPL Facility. The term "Released", used collectively and individually herein, includes: The Greater Sudbury Public Library (GSPL) and the City of Greater Sudbury, and their employees, agents, consultants, contractors, directors, representatives, elected and appointed officials, sponsors, volunteers, servants, successors and assigns.

**I AM FULLY AWARE OF THE RISKS AND HAZARDS INHERENT IN MY ATTENDANCE AT THE GSPL CITY FACILITY AND PARTICIPATION IN THE ACTIVITIES**, and I voluntarily, knowingly and freely **ASSUME ALL RISKS** associated with participating in the activities at the GSPL facility. I understand that participation includes possible exposure to infectious diseases including but not limited to COVID-19.

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 Released for any loss or damage to my property, personal injury, illness, death, or liability resulting from but not limited to events arising out of negligence or breach of any statutory duty of the Released.

I have read this release, understand its meaning and voluntarily accept the terms of this release by signing my name below. I understand that I am giving up substantial legal rights by signing below, including the right to sue the Released.

User Signature: \_\_\_\_\_ Date (DD/MM/YY): \_\_\_\_\_

User Printed Name: \_\_\_\_\_

## SECTION C

### **Makerspace users between the ages of 13 and 17:**

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained all the provisions in this waiver/release to my child/ward including the risks of presence and participation and their personal responsibilities for adhering to the rules and regulations for protection against communicable diseases including but not limited to COVID-19.

Furthermore, my child/ward understands and accepts these risks and responsibilities, to their ability.

I for myself, my spouse, and child/ward do consent and agree to their release provided above for all the Released and myself, my spouse, and child/ward do release and indemnify and hold harmless the Released for all liabilities attributed to my minor child's/ward's presence or participation in the activities and also **AGREE TO TAKE FULL RESPONSIBILITY FOR ANY LOSS OR INJURY SUSTAINED BY MY CHILD/WARD**. I understand that I am giving up substantial legal rights by signing below, including the right to sue the Released.

Name of Minor Attendee: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date (DD/MM/YY): \_\_\_\_\_

Parent/Guardian Printed Name: \_\_\_\_\_

*The personal information in this agreement is collected under the authority of section 10(1) of the Municipal Act, 2021, S.O. 2001, c. 25 for the purpose of informing program or service decisions and may be used as part of planning and reporting documents for internal staff as well as for the consideration of Council, Committees of Council or the Greater Sudbury Library Board in the course of public or closed session meetings. Any information provided, including personal information, may become part of the public record and posted online. Questions regarding the collection of your personal information can be directed to Emerging Technology Librarian, 74 Mackenzie Street, Sudbury, Ontario, (705) 673-1155 ex.4756.*