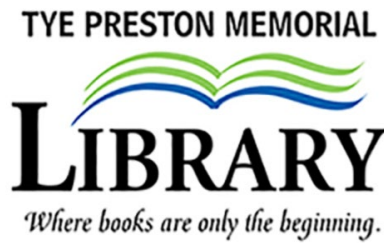


CANYON LAKE COMMUNITY LIBRARY DISTRICT



Makerspace Policy

The Makerspace is a collaborative workspace to be used for creative, educational and explorative endeavors. The Makerspace includes a variety of specialized equipment, tools, components and resources which allow patrons to develop new projects, concepts and technical skills. This collaborative space can be used individually or with others of common interests to develop something from an idea into a finished project.

Before use of the library's makerspace, use of the makerspace equipment, or participation in a makerspace program, all users must read and sign the makerspace policy, sign the equipment certification and/or minor liability waiver if applicable. Additionally, individual or group training must be received for some makerspace equipment before individual use. Staff will have the final say as to whether a patron is capable of running any equipment without library staff (or designated) supervision. Use of the library's makerspace facilities and equipment is entirely optional and voluntary and is for the purpose of recreation, education, and self-improvement.

Terms of Use

The Makerspace is designated for use by persons age 18 and older with an active library card in good standing. Teens (16-17 year olds) will have a parent/legal guardian with an active library card to co-sign documents. Minors under the age of 16 are not permitted unless during an age-specific program. The user agrees that they are held responsible for the costs of any materials consumed by the user within the makerspace not to include library programs. The user agrees to clean up after themselves and their guests when using the library and makerspace facilities and to leave the equipment in the same working order that it was in when they began using it or to be responsible for the cost of repair or replacement for any equipment, tools, machinery, apparatus, furnishing or facilities damaged while the user was using them. Repairs or alterations will not be made by the user. Any issues will be reported to library

staff. The user recognizes that confidentiality and privacy may not be possible while using the makerspace due to the public nature of the space, though reservations may be made for equipment twice per week with library programs taking precedence. The user understands that the library is not responsible for any personal property lost, stolen or damaged within the makerspace or the library. The makerspace and its equipment may not be used for commercial purposes. The public will not be permitted to use TPML's equipment to create or manipulate objects that are:

- Weaponry or parts of weaponry of any kind;
- Prohibited by local, state, or federal law;
- Unsafe, harmful, dangerous, or that poses an immediate threat to the well-being of others; and
- An object that infringes upon a patent, trademark, trade secret, copyright or other proprietary rights of any party unless consent from the rights-owner has been obtained.

Financial Responsibility

The user shall be solely liable for any property damage and/or personal injury caused by the user or the user's guests whether the damage or injury was a result of use of the makerspace equipment, tools, machinery or apparatus or from any item brought into the makerspace by the user or guest. It shall be the obligation of the user to pay for any damages caused by the user or their guests or any costs incurred by the user or their guests. While use of makerspace equipment is free, there is a cost for materials used (consumables). The library may not have all materials needed. The user or their guest may bring their own materials if they are approved by the Makerspace staff.

Safety Procedures

The user agrees to receive prior training for all equipment, tools, machinery, and apparatus that they will be using. The user accepts sole responsibility for their actions and that of their guests while using any item within the makerspace and for their actions while participating in any library makerspace program. The user agrees to exercise proper safety procedures and caution while using all equipment, tools, machinery, and apparatus included in the library's makerspace. The user further agrees that should there be a question of proper use of anything contained within the makerspace, that they will seek consultation of a library staff member for clarification. The user also agrees that they will utilize all necessary protective equipment for the project they are working on, which may or may not be provided by the library dependent on the task and protective equipment needed. The user agrees to avoid doing any action which may put them, their guests, the library staff, or other users within the makerspace at

risk of harm to the body or personal property or that would cause damage to the equipment, tools, machinery, apparatus or facilities of the makerspace and library.

Assumption of Risk

All makerspace equipment, tools, machinery, and apparatus will be used at the user's sole risk. The user assumes full responsibility for any risk of loss, damage, or personal injury, including death, that may be sustained or damage of property the user owns as a result of engaging in makerspace activities, whether caused by negligence of Tye Preston Memorial Library or otherwise. The user understands that it is their responsibility to understand the proper methods of use for the types of equipment they choose to use prior to any training provided by the library. The user is responsible for their own creations as the library is not responsible for any items created within the makerspace with any defects whether caused by the library staff or equipment. The user also understands that they may not use any equipment, tools, machinery, or apparatus without prior authorization from the library. The user understands that use of makerspace equipment, tools, machinery, and apparatus may or may not be unsupervised and the user hereby warrants that they are capable of using the equipment in the manner which it was intended.

Indemnification

Tye Preston Memorial Library shall not be liable to the user for any claims, demands, injuries, damages, or actions arising due to injury to the user's person or property arising out of or in connection with the use by the user of the services, facilities, and premises of Tye Preston Memorial Library in regards to the Makerspace and any equipment, tools, machinery, or apparatus contained within or belonging to the space, or during any class or program hosted by the library. The user individually, and on behalf of the user's personal representatives, heirs, administrators, assigns and successors does hereby expressly forever release and discharge Tye Preston Memorial Library, its successors and assigns, as well as its officers, agents and employees from all such claims, demand, actions, or causes of action.

Disclaimer

While the Tye Preston Memorial Library and the Library Director make every effort to oversee the use of Makerspace equipment, usage of the equipment is not under the direction or control of the Library, the Library Director or the Canyon Lake Community Library District. Neither the Library nor the District is responsible for any object created with the use of the Equipment, including any harm or injury incurred as a result of any usage of the Equipment. The user is solely responsible for any claims, results, or consequences arising from their creation.

Acknowledgement

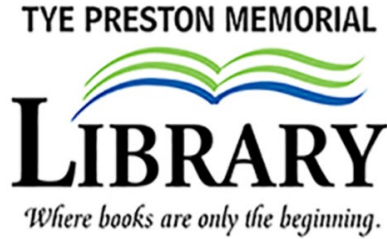
By signing below, I signify that I have read the Makerspace policy, understand it, and sign it voluntarily of my own free will. I acknowledge that I am sufficiently informed about the risks involved in using the makerspace to decide on signing this document. No oral representations, statements, or inducements apart from this document have been made. I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same.

Signature

Date

Print name

CANYON LAKE COMMUNITY LIBRARY DISTRICT

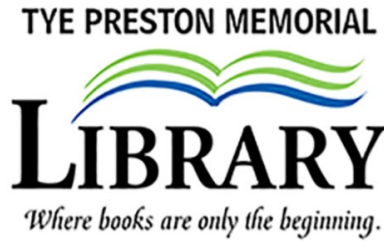


Makerspace Equipment Certifications

I certify that I, _____, have been trained in the use of the specified equipment by the library staff at Tye Preston Memorial Library or that the library staff has deemed me sufficiently skilled/knowledgeable to operate the specified equipment. By signing my name, I hereby promise to adhere to all policies and procedures set forth for the specified equipment and accept the risks of using the equipment unsupervised should I choose to do so, including any bodily harm that may be caused, as well as accepting responsibility for the cost of replacement or repair for any equipment, tools, machinery, apparatus, furniture, or facilities that may be damaged while I am using them.

Equipment	User Signature	Staff Signature	Date

CANYON LAKE COMMUNITY LIBRARY DISTRICT



Minor Use of Makerspace Liability Waiver

I, _____ (Parent/Legal Guardian Name), am fully aware of the risk of bodily injury or damage to personal property that may result from my child using the Tye Preston Memorial Library makerspace facilities, equipment, tools, machinery or apparatus, or from participation in library makerspace programs. I hereby agree to release Tye Preston Memorial Library, it's employees, officers, volunteers, committees, and the Board of Trustees from any and all liability, loss, damages, claims or actions for bodily injury and/or property damaged to the extent permissible by Texas and Federal law. I understand that I shall be held financially responsible for any damages my child causes to the library's facilities, furnishings, equipment, tools, machinery and apparatus, especially when resulting from negligent, reckless or improper use. I understand that I shall be held accountable for any damages to other patrons' person or property caused by my child while using the library's makerspace facilities or within any makerspace program held at the library.

Name of Minor

Age of Minor

Address

Phone Number

Parent/Legal Guardian Signature

Date

Parent/Legal Guardian (Print)