



Makerspace Use and Liability Agreement

Makerspace Use Agreement

General Provisions:

Makerspace User(s) (hereafter referred to as “User” or “Users”), defined as adults ages 18+ and, if a minor, at least 16 years of age with the consent of their parent or guardian, agree(s) to comply with the following guidelines when using the Makerspace at Little Elm Public Library:

The Makerspace is a collaborative space and learning environment focused on design and creation. Due to limited space, User(s) working on maker projects will be given priority. Study rooms and meeting spaces are available elsewhere in the Library.

All machinery and equipment use is subject to age and safety requirements as outlined below.

Use of the Makerspace is intended for hobbyist and prototyping purposes. Mass production of goods cannot be supported in the Makerspace. The production of dangerous items, weapons, drug paraphernalia, offensive items, or those violating third party intellectual property rights is prohibited. Library staff reserve the right to refuse any requests violating these terms.

User(s) agree(s) to take precautions to avoid unnecessary mess or damage in the Makerspace. User(s) agree(s) to clean up their work place and return all borrowed items, and to inform library staff if they are unable to return a work surface, tool, or machinery to its original state.

User(s) acknowledge that the Library is only able to provide some consumable materials on a limited basis for training or demonstration purposes, at the Library’s discretion. User(s) agree(s) to avoid wasting consumable supplies and materials. When using materials that do not require safety training, the User(s) certifies/certify that they are capable of using the materials in a safe and proper manner.

Machine Usage:

Each User(s) must sign the Liability for Use Agreement.

Prior to using the Makerspace at Little Elm Public Library and its included 3D printers, laser cutters/engravers, CNC mill and any other machinery, tools, or materials therein, User(s) must (a) present and maintain a valid Little Elm Public Library card in good standing, and (b) complete a mandatory Safety and Machinery training class. Safety and machinery training may be required after a period of non-use, if proficient use is not demonstrated, if machinery or software changes, at regular intervals, or at any other time Library staff deem necessary.

User(s) agree(s) that when using Makerspace machinery they will stay with said machinery for the duration of its use and never leave it unattended.

Only approved materials may be used on the Makerspace machinery. Some materials may cause hazards such as toxic fumes, or could damage the machinery. Please consult with Library staff for material approval.



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User(s) agree(s) that Little Elm Public Library is not responsible for any manufacturing defects, issues with quality of workmanship, or flaws or failures in materials associated with the use of the Makerspace's machinery, tools, or other equipment. The Library recommends bringing extra materials for practice as not all attempted projects are successful.

User(s) agree(s) that if any machinery, tool, or other piece of equipment becomes unsafe or in a state of disrepair, they will immediately discontinue use and notify Library staff.

User(s) must immediately report any accident/incident that occurs within Makerspace or on Library premises to staff.

Makerspace machines and equipment are available on a first come, first served, basis. As User(s) are expected to monitor their projects at all times, only one machine may be checked out at a time. The initial session is for a two hour period. A session can be renewed for an additional hour if no one is waiting to use the machinery.

The 3D printers will be run by Library staff and jobs will be run in the order they were submitted. Library staff, at their discretion, may reorder the job queue to complete jobs as successfully, efficiently, and quickly as possible. Patrons must submit their 3D print jobs as a .STL file either in person via USB drive, or via email to makerspace@littleelm.org.

Barring normal wear and tear, User(s) agree(s) to accept financial responsibility for damage and/or loss of items in part or total.

Additional Requirements for Minors

Minor Users under 18 years of age must provide the attached Liability of Use Agreement signed by a parent or guardian, whether using the Makerspace machinery and equipment independently, or as part of a Library- or Makerspace-sponsored program or activity. Supervision by a parent, guardian, or adult caregiver is recommended for all minor Users.

Any minor User(s) whose behavior is deemed unsafe, disruptive, or damaging to Library or Makerspace machinery or equipment may be denied Makerspace usage without adult supervision.

Failure to Follow Guidelines

Library staff have the discretion to determine violations of these guidelines. Failure to observe these guidelines may result in loss of Makerspace usage privileges and/or require additional safety training.

Signing of Liability for Use Agreement(s) constitutes acknowledgement, understanding, and agreement with Makerspace Use Agreement as outlined above.



Makerspace Use and Liability Agreement

Liability for Use - Adult

I am fully aware that participation in using the laser cutter/engraver, 3D printers, CNC mill, and any other machinery associated with the Makerspace at Little Elm Public Library may result in risk of personal injury or harm. I understand and agree that the Town of Little Elm, its members, officers, directors, agents, and elected officials have no liability or responsibility of any nature for injuries or damage to any person or property which may be caused by my use of the Makerspace at Little Elm Public Library and any materials, machinery, or tools therein. I, for myself and my heirs, executors, administrators and assigns, hereby release, indemnify and hold harmless the Town of Little Elm, its members, officers, directors, agents, elected officials, and their heirs, administrators, executors, successors, and representatives from all liability for and all risk of damage or bodily injury or death that may occur to me (including any injury based on negligence) now or hereafter in connection with my use of the Makerspace at Little Elm Public Library and any materials, machinery, or tools therein. I expressly agree that this release, waiver and indemnity is intended to be as broad and inclusive as permitted by the State of Texas and that if any portion is held invalid, the remainder shall continue in full force and effect.

Printed Name

Date

Signature

Liability for Use - Minor

I confirm that I am the parent or legal guardian of the below-listed minor child, and am fully aware that participation in using the laser cutter/engraver, 3D printers, CNC mill, and any other machinery associated with the Makerspace at Little Elm Public Library may result in risk of personal injury or harm. I understand and agree that the Town of Little Elm, its members, officers, directors, agents, and elected officials have no liability or responsibility of any nature for injuries or damage to any person or property which may be caused by my use of the Makerspace at Little Elm Public Library and any materials, machinery, or tools therein. I, for myself and my heirs, executors, administrators and assigns, hereby release, indemnify and hold harmless the Town of Little Elm, its members, officers, directors, agents, elected officials, and their heirs, administrators, executors, successors, and representatives from all liability for and all risk of damage or bodily injury or death that may occur to me (including any injury based on negligence) now or hereafter in connection with my use of the Makerspace at Little Elm Public Library and any materials, machinery, or tools therein. I expressly agree that this release, waiver and indemnity is intended to be as broad and inclusive as permitted by the State of Texas and that if any portion is held invalid, the remainder shall continue in full force and effect.

Printed Name (Minor)

Date

Printed Name (Parent or Guardian)

Signature (Parent or Guardian)