RELEASE OF LIABILITY

READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

I/We _____ in consideration of my/our request to use the AMARILLO PUBLIC LIBRARY'S MAKERSPACE, and intending to be legally bound hereby, I/We hereby agree as follows, as a condition for my/our participation in the services provided at and the use of the MAKERSPACE FACILITY, including tools and equipment.

The undersigned agrees to abide by all APL staff instructions, safety guidelines, rules and regulations promulgated by AMARILLO PUBLIC LIBRARY throughout my/our time at the MAKERSPACE FACILITY at our DOWNTOWN LIBRARY LOCATION: 413 SE 4TH AVE, AMARILLO TX, 79101. I/We recognize that there are certain inherent risks associated with creative, constructive, scientific activities occurring in, on, at the MAKERSPACE FACILITY. I/We assume full responsibility for any personal injury to myself and (if applicable) my family members.

I/WE HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE THE CITY OF AMARILLO, its AMARILLO PUBLIC LIBRARY, officers, employees, agents, volunteers, assigns and successors (and if applicable, owners and lessors of the premises on which the activity takes place) **FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES OF EVERY KIND, COSTS, ATTORNEY FEES AND INTEREST WHICH ARISES OUT OF OR RELATES TO THE NEGLIGENT ACTS OR OMISSIONS OF ANY PERSON OCCURING ON, AT, OR IN THE MAKERSPACE, WHETHER IN WHOLE OR PART BY ME/US, CITY OF AMARILLO EMPLOYEE, VOLUNTEER OR OFFICIAL, OR A THIRD PARTY. I/WE FURTHER AGREE, that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT** I/WE, or my/our minor child/ward, or anyone on my/our behalf make a claim against any of the Releasees, **I/WE WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES** from all litigation expenses, mediation expenses, medical expenses, attorney fees, loss, liability, damage, or cost which may be incurred as the result of such claim.

This agreement shall be construed and enforced in accordance with Texas law. Venue shall be in a court of appropriate jurisdiction in Potter County, Texas. The City of Amarillo does not engage in arbitration of claims or suits but will engage in non-binding mediation.

I/WE HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I/WE FURTHER UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I/WE VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS AND ACKNOWLEDGE READING, UNDERSTANDING, AND AGREEING WITH THE TERMS AND CONDITIONS STATED HEREIN.

Signature of Maker:_____ Date:_____

Printed Name of Maker: _____

If Maker is Under Age 18:

Signature of Parent or Guardian:_____ Date:_____

Printed Name of Parent or Guardian:_____

Amarillo Public Library MakerSpace

Guidelines and Policies

The mission of the Amarillo Public Library System is to offer library materials, services, and programs to meet the informational, educational, and recreational needs of our community. As part of this mission we are offering a MakerSpace program. This space is designed to allow patrons:

- To develop their artistic and artisan skills as they create new things.
- To explore new trades and technologies, which will help participants gain practical skills and experience.
- To foster a network of creators within the community.

The following is a list of guidelines and policies that must be observed while using APL MakerSpace services:

1. The Maker must be an Amarillo Public Library or HLC cardholder.
2. Prior to using the MakerSpace, the Maker must (a) review and sign this Guidelines and Policies form and review and initial Appendix A; (b) review and sign the Release of Liability form; and (c) verify his/her identity with a current institutional identification card. A Minor without valid photo ID may verify his/her identity with a library card and valid photo ID of a parent/legal guardian.
3. Makers must "check in" with the staff member on duty, using their library card, and leave their card at the staff desk for the duration of their stay.
4. Makers under age 13 or minors whose behavior requires supervision must always be with their parents or caregivers.
5. Makers under age 16 must be accompanied by a parent or caregiver to use advanced/dangerous equipment (see attached list). All Makers must complete mandatory training in order to use the advanced/dangerous equipment; they may not use this equipment until completing the respective proficiencies.
6. When creating digital content with the library's equipment, please remember to bring your own storage device (flash drive) or purchase one at the Circulation Desk. The library's computers do not store individual work or projects.
7. When using a tool that does not require training, the Maker is certifying that he/she is capable of using that item in a safe and proper manner. APL MakerSpace staff will make available, upon request, support materials such as instruction manuals when available.
8. Makers will seek assistance/consultation from staff when necessary or when uncertain about how to proceed.
9. Any personal tools the Maker intends to provide must be presented to staff before using, and be approved by staff to ensure the equipment is safe and appropriate for the MakerSpace.
10. Makerspace kits and equipment are available for check out (in-house use) at the Service Desk in the MakerSpace area. Equipment and library-provided supplies/consumables cannot be removed from the MakerSpace area.
11. The Maker agrees that the Library is not responsible for any manufacturing defects in the quality of workmanship or materials inherent in any of the supplies, tools, or equipment provided.
12. The Maker agrees that if any tool or equipment becomes unsafe or in a state of disrepair, he/she will immediately discontinue use, turn off the tool or equipment, and notify APL staff.
13. The Maker must report any accident/incident that occurs in the MakerSpace to an APL staff member immediately and cooperate fully in accident/incident reporting and review processes.
14. APL provides the Maker with access to safety supplies, including safety goggles, masks, gloves, First Aid Kits, and fire extinguishers which must be used by Maker, for its intended purpose or and as instructed by APL staff.
15. The Maker may check out no more than three (3) tools/toolkits at a time.
16. Tools and other checked-out items must be returned to the service desk in the same condition as they were received, except for normal wear and tear. **The Maker agrees to pay for the loss or damage to any tools, equipment, furniture or other items and further agrees to accept the Library staff's assessment of fair**

restitution for damage, delinquency, and/or loss of items in part or total.

17. The Maker agrees to take reasonable precautions to avoid causing unnecessary mess or damage in the MakerSpace. The Maker agrees to clean up following each use. The Maker must inform an APL staff member in the event they are unable to return a work surface, tool, or equipment to its original state.
18. The Maker acknowledges that the Library is only able to provide consumable materials on a limited basis. Some of these materials are available for purchase, while others are provided for free. The Maker agrees to avoid wasting consumable supplies and materials. The Maker may need to supply his/her own consumables. Consumables must be approved by staff to ensure that they meet specifications.
19. The MakerSpace equipment is not to be used for batch production or mass production.
20. The Library prohibits the use or creation of material or items that are:
    - Prohibited by local, state, or federal law.
    - Unsafe, harmful, dangerous, or poses an immediate threat to the well-being of others. (See Appendix A.) If Makers have a question about an item's safety, they need to seek a staff member for approval.
    - Obscene or otherwise inappropriate for the library environment.
    - In violation of another's intellectual property rights. For example, you cannot reproduce material subject to copyright, patent, or trademark protection.
    - Larger than 30" x 30" x 80" or over 75 lbs. and items that cannot be moved in a safe manner. APL staff is not available to assist with moving and is prohibited from moving or assisting with moving any project of more than 10 pounds.
21. The Library is not responsible for the loss of or damage to any property the Maker may bring into the MakerSpace.
22. **Makers who violate any of these MakerSpace rules, instructions of APL staff, or whose behavior is deemed unsafe or disruptive will not be permitted to use the APL MakerSpace and will be asked to leave.**
23. **Makers are expected to use their time in the MakerSpace productively. Makers who are loitering and not actively engaged in working on a project may be asked to leave.**
24. **Makers must abide by Library rules and regulations posted or related by any Library staff member.**

I agree to observe all MakerSpace guidelines and policies established by the Amarillo Public Library and will be responsible for all materials, equipment, tools, and furnishings borrowed on my card or otherwise used by myself. I also agree to pay any damages or other charges imposed for the loss or damage to any items and further agree to accept the Library staff's assessment of fair restitution for damage, delinquency, and/or loss of items.

Full Name_____ Library Card Number_____

Signature_____ Date_____

For Children Under Eighteen (18)
I will be responsible for all items borrowed on my child's card.

Parent/Guardian's Signature_____ Date_____

Policy approved by the Amarillo Public Library Advisory Board – 12/14/20 20

Appendix A: Making, Modification, or Maintenance of Weapons

Prohibition: ***In the MakerSpace, the making, modification, or maintenance of a firearm, arrow, knife, sword, brass knuckle, other weapon, ammunition, bomb, firework, other explosive device, or any component or attachment for any of those items, is strictly prohibited. (For this rule, the word "firearm" is used generically to mean and include any and every type of gun, whether it is center-fire, rim-fire, air or gas-fired, incapable of firing, short or long barreled, antique, or curio.)***

Special Exception: A person desiring to make a holster or scabbard (leather, 3D plastic, etc.) is prohibited from doing so, unless he/she complies with this procedure: (i) Contact APL staff Mon-Fri. 9am to 6pm in order to get approval and make appointment to bring the weapon into the MakerSpace for fitting. (ii) An APL staff member must meet the patron at the door at the arranged time, to inspect the device. If it is a firearm, it shall be visually inspected to assure it is unloaded (no magazine or clip) and no ammunition for that weapon present. (iii) The weapon shall be in a closed opaque container so the weapon is not visible or readily discernible to a casual observer. A holster or scabbard does not qualify for this purpose. (iv) If the weapon is a firearm, it must be secured with a zip tie or gun cable lock so as to be unusable. (v) Once at the assigned work station in the MakerSpace, the participant may reasonably display the weapon as needed at the moment of needing to make a measurement or fitting. If it is a firearm, the zip tie or lock may then be removed. (vi) Immediately upon concluding the measurement or fitting, the weapon shall again be zip tied or locked if it is a firearm, returned to its closed opaque container, and promptly removed from the MakerSpace. (vii) At no time shall a weapon, brought into MakerSpace under this exception, be out of the personal possession of the participant. No weapon shall ever be left on the premises when the participant is not present, and if such occurs, it is grounds for termination from the MakerSpace program and the weapon turned over to law enforcement.

Purpose: This prohibition and exception (together, 'the Policy') are written to promote safety for all persons in MakerSpace from accidental discharge and to minimize risk of loss or theft of an unattended weapon. A failure or refusal to comply with the Policy shall be grounds for immediate termination of MakerSpace privileges and removal of the participant from the premises. Nothing in the Policy is intended as or to be construed as affecting the right of a lawfully licensed person to carry a firearm pursuant to Texas law.

Legal Notice: State law applies in the MakerSpace. Displaying any weapon in a manner that causes a reasonable person to be in fear of imminent harm to self or another, or in a manner which causes an immediate breach of the peace may be a crime and, grounds for removal of both the weapon and the participant from the MakerSpace facility. APL cooperates with law enforcement for the safety and security of all persons in the MakerSpace and the Downtown Library.

Initial _____