



Makerspace Use Agreement and Release of Liability for Patrons (the “Agreement”)

The Allegany College of Maryland, Western Maryland Works Training Center and Makerspace (ACM/WMWMakerspace) provides patrons with the opportunity to use its Makerspace facilities and equipment, as described in more detail below. 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 user (a patron who is aged 16 or older) must review this Agreement, provide the User information requested in Section 1 below, and sign and comply with this Agreement. If the user has a legal guardian or other person legally responsible to sign documents such as this, the guardian/legally responsible person must sign in the space designated below.

Please note that this document includes a Release of Liability that releases ACM/WMWMakerspace and others related to it from liability for personal injuries and other losses resulting from the User’s use of the Makerspace facilities and equipment. Please read carefully.

1. User Information

Name _____

Driver’s License/Student ID # School (if using student ID) _____

Phone # _____

Email Address _____

Emergency Contact Name, Address & Phone # _____

2. Conditions of Use. By signing below, the User affirms and agrees that: (1) he/she is capable of participating in the Makerspace Activities (as defined below); (2) the User shall comply with all ACM/WMWMakerspace policies and procedures, including all Makerspace policies, guidelines, and instructions; (3) User shall be responsible to pay any ACM/WMWMakerspace charges or fees for use of Makerspace tools, equipment and materials, and for damage, loss or clean-up of ACM/WMWMakerspace property; and (4) all insurance of User applicable to any injuries or claims arising out of the Makerspace Activities (defined below) shall be primary with any applicable ACM/WMWMakerspace insurance being secondary.

3. Makerspace Activities; Assumption of Risk. ACM/WMWMakerspace facilities and equipment include, but are not limited to, video production equipment, recording devices, drawing tools and equipment, circuit boards, electrical wiring, electronic equipment, saws, drills, screwdrivers, routers, wood- and metal working tools, 3-dimensional copying and printing machines, computer equipment, charging stations, and wood, metal, plastic and composite supplies and materials, glue, solvents, nails, screws, and other working parts. While most tools, equipment, and supplies will be provided by ACM/WMWMakerspace, on occasion such items will be supplied by users. User may work alone or share Makerspace work space, tools and equipment with other users and ACM/WMWMakerspace staff. ACM/WMWMakerspace may require users to wear specified safety gear, and undergo training, but safety gear and training may not always be available. Surfaces of floors, work benches and tables in Makerspace areas may have debris, dust, liquids, and sharp objects. While ACM/WMWMakerspace will strive to supervise Makerspace areas, not all activities of User or other users can be supervised at all times. All above referenced and other use of Makerspace work areas, facilities, tools, and equipment, whether alone or with others, whether supervised or not, and whether performed according to ACM/WMWMakerspace policies, procedures, and safety rules, or not, shall be referred to as the “Makerspace Activities.” The undersigned User understands and agrees that the Makerspace Activities involve various hazards, dangers, and risks, including without limitation, and by way of example, the risk of trips, slips and falls; cuts, broken bones, burns, and other wounds to hands, head, feet, eyes and other body parts; electrical shock; exposure to dust, fumes, smoke, noise, and vibrations; and accidents due to negligence of other users or ACM/WMWMakerspace staff or vendors, or due to defective or inadequate facilities, equipment, tools, machinery, or due to inadequate maintenance or repair, training, instructions, supervision, first aid and medical treatment, or safety gear. The risks also include other risks arising from User’s involvement in the Makerspace Activities, including unpredictable risks and risks inherent in the use of the work areas, facilities, tools and equipment used in Makerspace Activities. Each User agrees that such User’s participation in Makerspace Activities involves risks of accidents and serious personal injury and illness, paralysis, permanent disability, and even possibly death, of the User. All above-referenced risks and other risks arising from the Makerspace Activities are referred to herein as the “Risks.” The undersigned User 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.

4. Release of Liability and Indemnification of Claims of User: 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, for and on behalf of the User and User's heirs, family and estate, executors, administrators, assigns, and personal representatives, hereby releases and agrees to indemnify and hold harmless ACM/WMWMakerspace, its Board of Trustees, and all organizations related to ACM/WMWMakerspace, including ACM/WMWMakerspace 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 undersigned User. This Release and Indemnification includes all damages, costs, expenses, attorneys' fees, and economic and other losses which may be sought in any such claims.

5. Consent to Medical Treatment. If the User is injured or becomes ill while involved in Makerspace Activities, the User hereby authorizes ACM/WMWMakerspace 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 agrees to pay all costs of such medical care and transportation.

6. Miscellaneous. The User agrees that ACM/WMWMakerspace provides no warranties of merchantability or fitness for particular purpose or use concerning any project or items made using ACM/WMWMakerspace 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 shall not be amended except by a written document signed by the User and the Executive Director of ACM/WMWMakerspace.

By my signature below, I acknowledge that 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 4. I am sufficiently informed about the Makerspace Activities and Risks involved to decide whether to sign this Agreement. I attest that I am eighteen (18) years of age or older.

Signature: _____

Date: _____

Printed name: _____

By my signature below, I acknowledge that 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 4. I am sufficiently informed about the Makerspace Activities and Risks involved to decide whether to sign this Agreement. I attest that I am sixteen (16) years of age or older.

Signature: _____

Date: _____

Printed name: _____

PARENT OR LEGAL GUARDIAN ACKNOWLEDGEMENT (IF UNDER THE AGE OF 18)

I represent and warrant that I am the parent or legal guardian of _____, the individual who signed the foregoing Release (“Minor”) and that I have received, read, and understood the foregoing Release and Waiver. I fully consent to and voluntarily authorize the Minor to execute said Release and Waiver (or, if applicable, have voluntarily executed said Release and Waiver on Minor’s behalf). I acknowledge and agree that all representations, consents, agreements, grants, waivers, authorizations, indemnifications and releases herein shall be regarded as made by me on behalf of the Minor and shall be binding on me and the Minor. Furthermore, in consideration of Releasees possibly including me and/or Minor in the Event, I hereby agree to be bound by and to perform all of the terms and conditions of the foregoing Release and Waiver (including, without limitation, the provisions regarding release of all claims), as such terms and conditions may relate to my participation and/or the participation of the Minor in the Event, if any.

Signature: _____

Date: _____

Printed name: _____

Relationship to Minor: _____