

RELEASE FORM
MONO COUNTY LIBRARY – MAMMOTH MAKERSPACE
400 Sierra Park Rd, Mammoth Lakes, CA 93546

Mono County Library Mammoth Makerspace is a community workshop giving people access to learn new crafts and use our specialized tools. In addition to classes, we offer public access to 3D printers, die cut machine, sewing machines, printmaking equipment and much more.

THIS IS AN AGREEMENT by and between MONO COUNTY LIBRARY and the person using the *Makerspace*, called the MAKER

(Print MAKER'S Name) _____.

In consideration for my access to the activities and/or tools in the Mono County Library Mammoth Makerspace ("Makerspace"), I, **(Print MAKER's Name)** _____, agree to the following waiver and release:

Assumption of Risk. I understand and acknowledge the inherent risks associated with the use of the tools, equipment, devices, and hazardous materials that may be available in the Makerspace, including, but not limited to, 3D printers, die cut machine, sewing machines, and printmaking equipment, ("tools") and that my or others' use of such tools may result in injury, illness, disability, and/or death to me and/or damage to my personal property. I further understand and acknowledge that such risks and potential harm may be caused by me or other individuals in the Makerspace and that such risks and potential harm may arise from foreseeable or unforeseeable causes including, without limitation, electrocution, burns, impalement, or slip and fall injuries. In consideration for my access to the Makerspace, I hereby fully assume any and all such risks and any others, which may arise as a result of that access and/or through my association with Mono County Library.

Equipment Damage: I hereby agree to pay Mono County Library, Mammoth Makerspace for any and all costs associated with damages to equipment, property or other tangible items that I may damage or cause to be damaged while participating in the Makerspace.

Release of Liability. I hereby fully release Mono County Library and Mono County Office of Education, their governing boards, officers, administrators, employees, volunteers, agents, and assigns from any liability whatsoever arising out of any damage, loss or injury to me or my property resulting from my access to the Makerspace and/or my association with Mono County Library, regardless of the cause of such damage, loss or injury.

Covenant Not to Sue. I agree that I will not, under any circumstances, initiate any legal action against Mono County Library and/or Mono County Office of Education, their governing board, officers, administrators, employees, volunteers, agents and/or assigns, nor will I assist in any such legal action filed by another, arising out of an injury to me or my property resulting from my access to the Makerspace and/or through my association with Mono County Library. This covenant extends to include my heirs, executors, administrators or assigns.

Third Party Indemnification. I shall defend, indemnify, and hold harmless Mono County Library and/or the Mono County Office of Education, their governing boards, officers, administrators, employees, volunteers, agents and assigns from any and all liabilities, losses, claims, demands, costs, damages or expenses, including reasonable attorneys' fees and costs, arising from or connected with my access to the Makerspace and/or through my association with Mono County Library. This indemnification applies to all actions or proceedings of every kind and character which may be initiated by any other persons or organizations and which arise directly or indirectly from my access to the Makerspace and/or through my association with Mono County Library.

I hereby acknowledge that I have carefully read all of the above provisions, fully understand them, and voluntarily sign this document in consideration for my access to the Makerspace. In addition, I hereby give Mono County Library the absolute right and permission to use any photograph(s) and/or video(s) of me in its promotional materials and publicity efforts. I understand that the photographs may be used in a publication, print ad, direct-mail piece, electronic media (e.g. video, CD-ROM, Internet/WWW), or other form of promotion. I release the Mono County Library and its board members, officers, administrators, employees, volunteers, agents, and assigns, and the photographer from liability for any violation of any personal or proprietary right I may have in connection with such use. I am 18 years of age or older or have had a guardian sign for me. I understand and agree that, if any provision of this Agreement is held to be void, voidable, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

MAKER'S Signature _____ **MAKER'S Age (if under 18)** _____ **Date**

PRINTED NAME of Parent/Guardian (if MAKER is under 18) **SIGNATURE** of Parent/Guardian (if MAKER is under 18)

Emergency Contact Information

In case of an emergency, Mono County Library should contact the following person or people:

Print Name: _____ **Relation:** _____

Emergency Phone Number: _____ Alternate Emergency Phone Number: _____