

Date: _____

RELEASE FORM – MONO COUNTY LIBRARIES MAKERSPACE ACTIVITIES

www.monocolibraries.org / librarymakerspace@monocoe.org

To keep information up to date, Participant Release Forms must be renewed annually beginning in July 2021.

Mono County Libraries Makerspace “Maker Activities” occur in the Mammoth Lakes Library Makerspace indoor or outdoor space, in addition to select off-site locations with events hosted by the Makerspace Team. Activities may also be held at other county libraries or community partner spaces. Maker activities may involve crafts and use of specialized tools such as sewing machines, sharp cutting tools, hot glue guns, wood burning tools, a die cut machine, computer programs, printmaking equipment, and more.

THIS AGREEMENT is by and between MONO COUNTY LIBRARIES and

_____ (please PRINT participant’s name & parents/ guardian’s name if under 18) In consideration for any access to the Mono County Libraries Maker activities and/or tools, read the following release and sign on back page to 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 Maker Space, including, but not limited to, a 3D printer, die cut machine, sewing machine, hot glue guns, and printmaking equipment, 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 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 this equipment and/or workshops, 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.

COVID Compliance. I understand and acknowledge that I must adhere to any and all current COVID guidelines as required by the Library, Mono County and State of California as of the date of participation. Failure to comply may result in being requested to leave the Makerspace activity.

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 Maker Activities 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 Maker Activities 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 Maker Activities 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 Maker Activities 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 Maker Activities. 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 for Maker Activities. I understand that the photographs may be used in a publication, print ad, direct-mail piece, electronic or online media, 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 parent/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.

Parent / Guardian Signature (if under 18): _____

Participant Signature: _____

EMERGENCY CONTACT INFORMATION (REQUIRED)

In case of an emergency, Mono County Libraries should contact the following person or people (PLEASE PRINT CLEARLY):

First and Last Name: _____

Relation: _____

Mobile or Home Phone: _____

PERSONAL CONTACT (optional)

Email to sign-up for monthly Makerspace E-Newsletter (circle one) ? **Yes** or **No**

Email: _____

Other ways for us to contact you in case this participant needs assistance? _____