

## **Creative Space Use Agreement and Release of Liability for Minor Patrons (the "Agreement")**

The Pikes Peak Library District (PPLD) provides patrons with the opportunity to access and use its Creative Space - makerspaces and studios - facilities and equipment, as described in more detail below. All patron use of Creative Space facilities and equipment is entirely optional and voluntary and is for purposes of recreation, education, and/or self-improvement.

In order for a minor patron (under 18 years of age) ("Minor User") to use the Creative Space facilities and equipment, a parent or guardian of the Minor User or other person with legal authority to enter into this Agreement on the Minor User's behalf (the Parent/Guardian) must review this Agreement, provide the information requested in Section 1 below, and sign this Agreement in the area designated at the bottom of the document.

Please note that this document includes a Release of Liability that releases PPLD and others related to it from liability for personal injuries and other losses resulting from the Minor User's use of the Creative Space facilities and equipment. Please read carefully.

### **1. Minor User and Parent/Guardian Information**

#### **Minor User Information**

Name \_\_\_\_\_ Birthdate \_\_\_\_\_  
Library Card # \_\_\_\_\_  
Phone # \_\_\_\_\_ Email \_\_\_\_\_  
Address \_\_\_\_\_

#### **Parent/Guardian Information**

*Parent/guardian must be present with photo ID when this form is turned in at a PPLD makerspace or studio.*

Name \_\_\_\_\_ Birthdate \_\_\_\_\_  
Library Card # \_\_\_\_\_  
Phone # \_\_\_\_\_ Email \_\_\_\_\_  
Address \_\_\_\_\_  
Emergency Contact Name, Address, and Telephone Number:  
\_\_\_\_\_

**2. Conditions of Use** By signing below, the Parent/Guardian affirms and agrees that: (1) the Minor User is capable of participating in the Creative Space Activities (defined below); (2) the Minor User shall comply with all PPLD policies and procedures, including all Creative Space policies, guidelines, and instructions; (3) Parent/Guardian shall be responsible to pay any PPLD charges or fees for use of Creative Space tools, equipment, and materials, and for damage, loss, or clean-up of PPLD property, which may be valued and billed to Parent/Guardian's PPLD account or by other means, in PPLD's discretion; and (4) all insurance of Minor User and/or Parent/Guardian applicable to any injuries or claims arising out of the Creative Space Activities (defined below) shall be primary with any applicable PPLD insurance being secondary.

**3. Creative Space Activities; Assumption of Risk.** PPLD's Creative Space facilities and equipment include, but are not limited to, video production equipment, recording devices, drawing tools and equipment, circuit boards, electrical wiring, electronic equipment, lighting equipment, audio equipment, electronic boards and mixers, 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, auxiliary cables and accessories, and materials, glue, solvents, nails, screws, and other working parts. While most tools, equipment, and supplies will be provided by PPLD, on occasion such items will be supplied by users. Minor User may work alone or share Creative Space work space, tools and equipment with other users and PPLD staff. PPLD 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, and liquids, and sharp objects. While PPLD will strive to supervise Creative Space areas, not all activities of Minor User or other users can be supervised at all times. All above-referenced and other use of Creative Space work areas, facilities, tools, and equipment, whether alone or with others, whether supervised or not, and whether performed according to PPLD policies, procedures, and safety rules, or not, shall be referred to as the "Creative Space Activities."

The undersigned Parent/Guardian, for and on behalf on the Minor User and such Parent/Guardian, understands and agrees that the Creative Space 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 PPLD staff or vendors, or due to defective or inadequate facilities, equipment, tools, and 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 Minor User's involvement in the Creative Space Activities, including unpredictable risks and risks inherent in the use of the work areas, facilities, tools and equipment used in Creative Space Activities. The Parent/Guardian agrees that the Minor 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 Minor User. All above-referenced risks and other risks arising from the Creative Space Activities are referred to herein as the "Risks."

The undersigned Parent/Guardian expressly assumes, for such Minor User and the Parent/Guardian, and their respective heirs, family and estate, executors, administrators, assigns, and personal representatives, all Risks arising from the Minor 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 Minor User and Undersigned Parent/Guardian:** In consideration for the privilege granted to the Minor User to participate in the Creative Space Activities, and with full awareness and appreciation of the Risks involved, the undersigned Parent/Guardian, for and on behalf of the Minor User and the undersigned Parent/Guardian, and for such Minor User's and such Parent/Guardian's heirs, family and estate, executors, administrators, assigns, and personal representatives, hereby releases and

agrees to indemnify and hold harmless PPLD, its Board of Trustees, and all organizations related to PPLD, including the Friends of the Pikes Peak Library District and the PPLD Foundation, and PPLD's 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 Minor User and arising from the Minor User's participation in the Creative Space Activities, and the Risks, including all claims of the Minor User and all claims of each undersigned Parent/Guardian. This Release and Indemnification includes all damages, costs, expenses, attorneys' fees, and economic and other losses which may be sought in any such claims. This Release and Indemnification is intended to have the scope and effect permitted by applicable law, including C.R.S. §13-22-107.

**5. Consent to Medical Treatment.** If the Minor User is injured or becomes ill while involved in Creative Space Activities, the Parent/Guardian hereby authorizes PPLD and its employees, volunteers, agents, and representatives to obtain and consent to, on the Parent/Guardian's behalf, medical care for the Minor User, including without limitation medical treatment, hospitalization, ambulance transportation, anesthesia, and X-ray and other exams and tests. The undersigned Parent/Guardian agrees to pay all costs of such medical care and transportation.

**6. Copyright Infringement.** PPLD and its Creative Spaces do not create or claim ownership of patron content created within the Creative Spaces or with use of Creative Space equipment. Each patron affirms they are not breaking any copyright laws in the process of creating such content. Any person who knowingly infringes upon copyright policies will be solely liable for any actions taken and will not involve the Creative Spaces, PPLD, its Board of Trustees, and all organizations related to PPLD. For further information on copyright infringement go to: <https://www.copyright.gov/title17>

**7. Miscellaneous.** The Parent/Guardian agrees that PPLD provides no warranties of merchantability or fitness for particular purpose or use concerning any project or items made using PPLD 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 is governed by Colorado law, and any claims brought concerning it must be commenced in the state courts of El Paso County, Colorado, or the U.S. District Court for Colorado. This document shall not be amended except by a written document signed by the Parent/Guardian and the Executive Director of PPLD.

**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, on my behalf and on behalf of the Minor User. I am sufficiently informed about the Creative Space Activities in which the Minor User may or will participate and the Risks involved to decide whether to sign this Agreement. I authorize the Minor User to participate in the Creative Space Activities. I am eighteen (18) years of age or older, and am the parent, or legal guardian, or otherwise responsible person, of the Minor User with full authority under the law to sign and enter into this Agreement for myself and the Minor User. If more than one Minor User is identified above, all provisions of this Agreement apply to each Minor User listed.**

Parent/Guardian Signature:

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed name \_\_\_\_\_