



## **Creative Space Use Agreement and Release of Liability for Adult Patrons (the “Agreement”)**

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

In order to use the Creative Spaces, each adult user (a patron who is aged 18 or older) (“Adult User”) must review, acknowledge, and comply with this Agreement. If the adult user has a legal guardian or other person legally responsible to sign documents such as this, the guardian/legally responsible person must sign a paper waiver in the Creative Space.

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 Adult User’s use of Creative Spaces and equipment. When you agree to these terms, you are agreeing to them for every piece of equipment and activity within the makerspaces and studios for a year from the date of acceptance. Please read carefully.

- 1. Conditions of Use.** By accepting the terms of use, the Adult User affirms and agrees that: (1) he/she/they are capable of participating in Creative Space activities (as defined below); (2) the Adult User shall comply with all PPLD policies and procedures, including all Creative Space policies, guidelines, and instructions; (3) Adult User 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 Adult User’s PPLD account or by other means, at PPLD’s discretion; and (4) all insurance of Adult User applicable to any injuries or claims arising out of Creative Space activities (defined below) shall be primary with any applicable PPLD insurance being secondary.
  
- 2. 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. Adult 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 Creative Space areas may have debris, wiring, and other objects. While PPLD will strive to supervise Creative Space areas, not all activities of Adult 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 Adult User 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, 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 Adult User’s involvement in 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. Each Adult User agrees that such Adult User’s participation in Creative Space activities involves risks of accidents and serious personal injury and illness, paralysis, permanent disability, and even possibly death, of the Adult User. All above-referenced risks and other risks arising from Creative Space activities are referred to herein as the “risks.”

The undersigned Adult User expressly assumes, for such Adult User, and for such Adult User’s heirs, family and estate, executors, administrators, assigns, and personal representatives, all risks arising from the Adult User’s and all-inclusive parties participation in Creative Space activities, whether those risks are known or unknown, or are predictable or unpredictable, or are risks inherent in Studio activities.

- 3. Release of Liability and Indemnification of Claims of Adult User:** In consideration for the privilege granted to the Adult User to participate in the Creative Space activities, and with full awareness and appreciation of the risks involved, the undersigned Adult User, for and on behalf of the Adult User and Adult User’s heirs, family and estate, executors, administrators, assigns, and personal representatives, hereby releases and agrees to indemnify and hold harmless Creative Space, 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 Adult User and arising from the Adult User’s participation in Creative Space activities, and the risks, including all claims of the undersigned Adult 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.
- 4. Consent to Medical Treatment.** If the Adult User is injured or becomes ill while involved in Creative Space activities, the Adult User hereby authorizes PPLD and its employees, volunteers, agents, and representatives to obtain and consent to, on the Adult User’s behalf,



medical care, including without limitation, medical treatment, hospitalization, ambulance transportation, anesthesia, and X-ray and other exams and tests. The undersigned Adult User agrees to pay all costs of such medical care and transportation.

5. **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>
  
6. **Miscellaneous.** The Adult User agrees that the Studios/PPLD provides no warranties of merchantability or fitness for particular purpose or use concerning any project or items made using Creative Space 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 accepting these terms 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 Adult User and the Chief Librarian and CEO of PPLD.

**By my acceptance of these terms, 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 Creative Space activities and risks involved to decide whether to accept this Agreement. I attest that I am eighteen (18) years of age or older.**

*You will be able to accept these terms through the equipment reservation software.*