

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

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

In order to use the Studio facilities, each adult user (a patron who is aged 18 or older) (“Adult User”) must review this Agreement, provide the Adult User information requested in Section 1 below, and sign 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 in the space designated below.

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 Studio facilities and equipment. Please read carefully.

1. Adult User Information

Name _____
 Library Card # _____
 Phone # _____ Email _____
 Address _____
 Emergency Contact Name, Address and Telephone Number: _____

2. Conditions of Use. By signing below, the Adult User affirms and agrees that: (1) he/she is capable of participating in Studio activities (as defined below); (2) the Adult User shall comply with all PPLD policies and procedures, including all Studio policies, guidelines, and instructions; (3) Adult User shall be responsible to pay any PPLD charges or fees for use of Studio 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, in PPLD’s discretion; and (4) all insurance of Adult User applicable to any injuries or claims arising out of Studio activities (defined below) shall be primary with any applicable PPLD insurance being secondary.

3. Studio Activities; Assumption of Risk. PPLD’s Studio facilities and equipment include, but are not limited to, video production equipment, recording devices, electrical wiring, electronic equipment, lighting equipment, audio equipment, electronic boards and mixers, computer equipment, charging stations, and auxiliary cables and accessories. 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 Studio 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 Studio areas may have debris, wiring, and other objects. While PPLD will strive to supervise Studio areas, not all activities of Adult User or other users can be supervised at all times. All above-referenced and other use of Studio 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 “Studio activities.”

The undersigned Adult User understands and agrees that the Studio 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 Studio activities, including unpredictable risks and risks inherent in the use of the work areas, facilities, tools and equipment used in Studio activities. Each Adult User agrees that such Adult User's participation in Studio 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 Studio 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 Studio activities, whether those risks are known or unknown, or are predictable or unpredictable, or are risks inherent in Studio activities.

- 4. Release of Liability and Indemnification of Claims of Adult User:** In consideration for the privilege granted to the Adult User to participate in the Studio 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 Studio, 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 Studio 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.
- 5. Consent to Medical Treatment.** If the Adult User is injured or becomes ill while involved in Studio 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.
- 6. Copyright Infringement.** PPLD and its Studios do not create or claim ownership of patron content recorded within the studio or with use of Studio equipment. Each patron affirms they are not breaking any copyright laws in the process of recording such content. Any person who knowingly infringes upon copyright policies will be solely liable for any actions taken and will not involve the Studios, 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 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 Studio 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 Adult User 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. I am sufficiently informed about the Studio activities and risks involved to decide whether to sign this Agreement. I attest that I am eighteen (18) years of age or older.

Adult User Signature:

Signature _____

Date _____

Printed name _____