



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

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

Pikes Peak Library District (PPLD) provides patrons with the opportunity to access and use its Creative Space - makerspaces and studios - facilities and equipment. 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) or a ward patron (adult with a legal guardian) (“Minor/Ward User”) to use the Creative Space facilities and equipment, a parent or guardian of the Minor/Ward User or other person with legal authority to enter into this Agreement on the Minor/Ward 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/Ward User’s use of the Creative Space facilities and equipment and should be read carefully.

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

#### **Minor/Ward User Information**

Name \_\_\_\_\_  
Library Card # \_\_\_\_\_

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

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

**2. Conditions of Use.** By signing below, the Parent/Guardian affirms and agrees that: (1) the Minor/Ward User is capable of participating in the Creative Space activities; (2) 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; and (3) all insurance of Minor/Ward User and/or Parent/Guardian applicable to any injuries or claims arising out of the Creative Space activities shall be primary with any applicable PPLD insurance being secondary. The Parent/Guardian acknowledge that, if they do not possess applicable insurance, this does not obligate PPLD’s insurance carriers to cover medical or other expenses that may arise from the Minor/Ward User’s use of PPLD services.

**3. Assumption of Risk and Release of Liability and Indemnification of Claims of Minor/Ward User and Undersigned Parent/Guardian.** The undersigned Parent/Guardian, for and on behalf on the Minor/Ward 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/Ward 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/Ward 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 Minor/Ward User. All above-referenced risks and other risks arising from the Creative Space activities are referred to herein as the "Risks." The Parent/Guardian is voluntarily choosing to expose the Minor/Ward User to the risks associated with working around dangerous equipment, including but not limited to: rotating machinery; moving tools and blades; flying, hot, and sharp objects; and eye, lung, and tripping hazards.

The Parent/Guardian, for and on behalf of the Minor/Ward User and the undersigned Parent/Guardian, waives and relinquishes all claims the Minor/Ward User or Parent/Guardian may have as a result of the Minor/Ward User's participation in activities at PPLD's Creative Spaces against PPLD and its officers, agents, servants, and employees. Further, the Parent/Guardian agrees to indemnify, defend, and hold harmless PPLD against claims by any person, firm, or corporation made pursuant to the Minor/Ward User's participation in activities at PPLD's Creative Spaces, including claims already made and claims that may be made in the future. The undersigned Parent/Guardian expressly assumes, for such Minor/Ward User and the Parent/Guardian, and their respective heirs, family and estate, executors, administrators, assigns, and personal representatives, all Risks arising from the Minor/Ward User's participation in Creative Space activities, whether those Risks are known or unknown, or are predictable or unpredictable, or are Risks inherent in the Creative Space activities. This Release and Indemnification is intended to have the scope and effect permitted by applicable law, including C.R.S. §13-22-107.

**4. Consent to Medical Treatment.** In the event of any emergency, the Parent/Guardian understands that PPLD staff will call for emergency services. The Parent/Guardian agrees that they will be responsible for the payment of any and all medical services rendered for any treatment deemed necessary for the Minor/Ward User's immediate care.

**5. Copyright Infringement.** While working in PPLD's Creative Spaces, the Parent/Guardian acknowledges the Minor/Ward User is responsible for adhering to the copyright law of the United States (Title 17, U.S. Code) that governs all reproductions of copyrighted material.



**6. 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.

It is the Minor/Ward User's responsibility to back-up their data to an external source and remove personal project materials from the Creative Spaces before leaving.

The Parent/Guardian understands that there are items the Minor/Ward User will not be allowed to fabricate, materials the Minor/Ward User will not be able to use, and activities the Minor/Ward User will not be able to perform in the Creative Spaces. PPLD staff can answer any questions about projects and their feasibility.

**7. Severability.** 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 Chief Executive Officer 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 3, on my behalf and on behalf of the Minor/Ward User. I am sufficiently informed about the Creative Space risks involved to decide whether to sign this Agreement. I authorize Minor/Ward 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/Ward User with full authority under the law to sign and enter into this Agreement for myself and the Minor/Ward User.**

Parent/Guardian Signature:

Signature \_\_\_\_\_

Date \_\_\_\_\_

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