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**MAKER PARTICIPANT AGREEMENT AND WAIVER**

 The Pueblo City-County Library District (PCCLD) provides maker programs and other activities that offer “learning by doing” opportunities involving use of certain equipment and/or tools at PCCLD libraries that require use of safety equipment and/or special training. Adult participants (age 18 or older) may partake in maker programs involving use of certain equipment and/or tools after signing the **Maker Participant Agreement and Waiver**, and minors may partake in maker programs involving use of certain equipment and/or tools after the **Maker Participant Agreement and Waiver** is signed by a parent or legal guardian on their behalf. In either case, the Maker Participant Agreement and Waiver will remain in effect for three (3) years.

1. **Makerspace Activities: Assumption of Risk.**

PCCLD maker programs involving use of certain equipment and/or tools that require the use of safety equipment and/or special training, present a risk of physical injury to the participant. Participants must understand that by participating in the maker program, they are voluntarily accepting the risks associated with the maker activity. PCCLD strongly recommends that participants adhere to suggested age restrictions that may apply to certain maker programs requiring specific skills and abilities to participate successfully and safely. All participants acknowledge and accept responsibility for their own well-being and safety, including parents and guardians who assume responsibility for the minors they bring into a PCCLD makerspace.

It is with the explicit understanding of the risks associated with maker program and activities, that the participant agrees to release, indemnify, and discharge PCCLD of liability as follows:

1. I acknowledge that my participation in PCCLD maker programs is purely voluntary, and I elect to participate in spite of the known and unanticipated risks associated with maker activities. I understand the risks of physical injury may include burns, cuts, abrasions, bruises, sprains, fractures, respiratory issues, eye injuries or other serious injuries due to my own fault or the fault of other participants.
2. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless PCCLD from any and all claims, demands, or causes of action, which are in any way connected with my participation in maker activities which take place at any PCCLD library or other outside locations.
3. I understand that while most equipment and tools are provided by PCCLD, some may be brought in by other participants and that PCCLD does not guarantee the working condition of any maker equipment or tools.
4. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself.
5. **Conditions of Use.**

By entering this agreement the participant understands and affirms that: (1) he/she is capable of participating in the maker program as defined below; (2) he/she shall comply with all PCCLD policies and procedures, including those listed in the PCCLD Maker Rules, specific program instructions, and safety guidelines; (3) he/she agrees to pay for any damage to property and/or equipment caused by the participant to PCCLD which will be billed to the participant at the discretion of PCCLD.

**By signing this document, I acknowledge that if I am injured, caused injury to another person or cause property damage during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against PCCLD on the basis of any claim from which I have released herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Legal Name (print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Date of Birth \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Age\*\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Driver’s License Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*IF PARTICIPANT(S) ARE UNDER THE AGE OF 18, A PARENT OR GUARDIAN MUST COMPLETE AND SIGN THIS SECTION:

In consideration of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Print minor’s name & Age), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_( Print minor’s name & Age), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_( Print minor’s name & Age), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_( Print minor’s name & Age), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_( Print minor’s name & Age), being permitted by PCCLD to participate in the Maker Program /Activity, I further agree to indemnify and hold harmless PCCLD from any and all claims which are brought by, or on behalf of minor, and which are in any way connected with such use or participation by minor.

Parents’ or Guardian’s Name (printed)­­­­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship to minor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_