



Let's get started.

Before you can use the space, you need:

A valid Troy-Miami County Public Library card.

It's easy to get a card – just visit the library and ask for one.

A Maker Lab/DIY Center waiver on file.

Don't have one? Don't worry. That's what the rest of this document is. Read it, sign it, and bring it to the Troy-Miami County Public Library.

If you're under 18, your parent or guardian will need to sign the waiver for you.

Questions?

Let us know. We're here to help.

Maker Lab

Phone: (937) 339-0502

Email: makerlab@tmcpl.org

Web: <https://www.tmcpl.org/about/locations/makerlab>

Location: 510 W. Water St., Troy, Ohio 45373

Oakes-Beitman DIY Center

Phone: 937-676-2731

Email: ahellman@tmcpl.org

Web: <https://www.tmcpl.org/about/locations/memorial/diy>

Location: 12 N. Main St., Pleasant Hill, Ohio 45359

Maker Lab Use Agreement and Release of Liability (the “Agreement”)

Troy-Miami County Public Library

Approved June 25, 2022 by the Board of Trustees of Troy-Miami County Public Library

In order to use the Maker Lab facilities and equipment, 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 (“Responsible Party”) must review this Agreement, provide the information requested in Section 3 below, and sign this Agreement in the area designated at the bottom of the document.

In order for a minor patron (under 18 years of age) (“Minor User”) to use the Maker Lab 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 “Responsible Party”) must review this Agreement, provide the information requested in Section 3 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 Troy-Miami County Public Library (“TMCPL”) and others related to it from liability for personal injuries and other losses resulting from the use of the Maker Lab facilities and equipment. Please read carefully.

1. Adult User Information

Name: _____

Library Card Number: _____ Phone Number: _____

Email Address: _____

Emergency Contact and Phone Number: _____

2. Minor User Information

Name: _____ Birthdate: _____

Library Card Number: _____ Phone Number: _____

Email Address: _____

3. Responsible Party Information

Name: _____

Library Card Number: _____ Phone Number: _____

Email Address: _____

Emergency Contact and Phone Number: _____

4. Conditions of Use. By signing below, the User or Responsible Party affirms and agrees that: (1) User is capable of participating in the Maker Lab Activities (as defined below); (2) User has received and read the 3D Printing Safety/Regulations and Guidelines/Use Policy attached to this agreement as Appendix "A"; (3) User shall comply with all TMCPL policies and procedures, including all Maker Lab policies, guidelines, and instructions; (4) User or Responsible Party shall be responsible to pay any TMCPL charges or fees for use of Maker Lab tools, equipment, and materials, and for damage, loss, or clean-up of TMCPL property, which may be valued and billed to User's or Responsible Party's TMCPL account or by other means, in TMCPL's discretion; and (5) all insurance of the User or Responsible Party applicable to any injuries or claims arising out of the Maker Lab Activities (defined below) shall be primary with any applicable TMCPL insurance being secondary.

5. Maker Lab Activities; Assumption of Risk. TMCPL's Maker Lab facilities and equipment include, but are not limited to, 3-dimensional copying and printing machines, computer equipment, plastic materials, finishing tools and equipment, sewing machines and other 3D working related items. While most tools, equipment, and supplies will be provided by TMCPL, on occasion some items will be supplied by Users. Users may work alone or share Maker Lab workspace, tools, and equipment with other Users and TMCPL staff. TMCPL may require Users to wear specified safety gear, and undergo training, but safety gear and training may not always be available. Surfaces of floors, workbenches, and tables in Maker Lab areas may have debris, dust, liquids, and sharp objects. While TMCPL will strive to supervise Maker Lab areas, not all activities of User or other Users can be supervised at all times. All above-referenced and other use of Maker Lab work areas, facilities, tools, and equipment, whether alone or with others, whether supervised or not, and whether performed according to TMCPL policies, procedures, and safety rules, or not, shall be referred to as the "Maker Lab Activities."

The undersigned User and/or Responsible Party understands and agrees that the Maker Lab 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 TMCPL 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 User's involvement in the Maker Lab Activities, including unpredictable risks and risks inherent in the use of the work areas, facilities, tools, and equipment used in Maker Lab Activities. Each User and/or Responsible Party agrees that such User's participation in Maker Lab Activities involves risks of accidents and serious personal injury and illness, paralysis, permanent disability, and even possible death, of the User. All above-referenced risks and other risks arising from the Maker Lab Activities are referred to herein as the "Risks."

The undersigned User and/or Responsible Party expressly assumes, for such User, and for such User's heirs, family and estate, executors, administrators, assigns, and personal representatives, all Risks arising from the User's participation in Maker Lab Activities, whether those Risks are known or unknown, or are predictable or unpredictable, or are Risks inherent in the Maker Lab Activities.

Release of Liability and Indemnification of Claims of User. In consideration for the privilege granted to the User to participate in the Maker Lab Activities, and with full awareness and appreciation of the Risks involved, the undersigned User and/or Responsible Party, for and on behalf of the User and User's heirs, family and estate, executors, administrators, assigns, and personal representatives, hereby releases and agrees to indemnify and hold harmless TMCPL, its Board of Trustees, and all organizations related to TMCPL and TMCPL's and its related organizations' affiliates, directors, officers, trustees, employees, volunteers, contractors, agents, representatives, and successors and assigns (the "Released Parties") from and against all claims, damages, losses, liens, causes of action, judgments, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which (a) are caused by or

result from the performance of the services and duties of the Released Parties, by anyone directly or indirectly employed by the Released Parties, any sub-contractor of the Released Parties, or anyone for whose acts the Released Parties are legally liable, and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, but (c) only to the extent they are caused by any negligent, reckless, or willful act, error or omission of the Released Parties, anyone directly or indirectly employed by the Released Parties, any sub-contractor of the Released Parties, or anyone for whose acts the Released Parties are legally liable.

6. Consent to Medical Treatment. If User is injured or becomes ill while involved in Maker Lab Activities, reasonable efforts will be made to contact User's parent/guardian or emergency contact. In the event no contact can be made, the User and/or Responsible Party hereby authorizes TMCPL and its employees, volunteers, agents, and representatives to obtain and consent to, on the User's behalf, medical care, including without limitation, medical treatment, hospitalization, ambulance transportation, anesthesia, and x-ray and other exams and tests. The undersigned User and/or Responsible Party agrees to pay all costs of such medical care and transportation.

7. Miscellaneous. The User and/or Responsible Party agrees that TMCPL provides no warranties of merchantability or fitness for particular purpose or use concerning any project or items made using library 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 Ohio law, and any claims brought concerning it must be commenced in the state courts of Miami County, Ohio. This document shall not be amended except by written document signed by the User and/or Responsible Party and the Director of TMCPL.

By my signature below, User acknowledges that having carefully read this Agreement including Appendix "A" in its entirety and understood it, and User voluntarily agrees to all statements and provisions of this Agreement, including the Release of Liability and Indemnification of Sections 5 and 6. I am sufficiently informed about the Maker Lab Activities and Risks involved to decide whether to sign this Agreement. I attest that I am eighteen (18) years of age or older.

User Signature: _____

Printed Name: _____ Date: _____

By my signature below, I acknowledge that I have carefully read this Agreement including Appendix "A" 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 Sections 5 and 6, on my behalf and on behalf of the user. I am sufficiently informed about the Maker Lab Activities in which the User may or will participate and Risks involved to decide whether to sign this Agreement. I authorize the User to participate in the Maker Lab Activities. I am eighteen (18) years of age or older, and am the parent, legal guardian, or otherwise responsible person, of the User with full authority under the law to sign and enter into this Agreement for myself and the user. If more than one User is identified above, all provisions of this Agreement apply to each User listed.

Responsible Party Signature: _____

Printed Name: _____ Date: _____

Appendix A

Library Policies

Internet Use

Troy-Miami County Public Library

[Approved in 2008, revised June 21, 2017, by the Troy-Miami County Public Library Board of Trustees]

In keeping with Troy-Miami County Public Library's mission to provide materials, information, technology, and opportunities to enrich, empower, educate, and entertain Miami County residents of all ages, the library provides free public access to the internet, for all users.

Usage of library internet must comply with all local, state, and federal laws.

- Internet use guidelines apply to all users who access the internet, both wired and wireless.
- The library cannot control and is not responsible for the content or accuracy of information accessed over the internet. We do not assume liability for the reliability of the local network.
- The library affirms the right and responsibility of all parents and guardians to guide their children's library use, including the internet.
- Library staff can assist with accessing the library's resources and answer general questions as time permits.
- Users may not move, unplug library equipment or cables, nor alter, damage, or sabotage the library's computer hardware or software. Users will be financially responsible for any malicious damage to library hardware, software or network resources.
- Library staff may not be able to help with technical questions. The library cannot guarantee that a user's hardware will work with the library's Wi-Fi.
- Users assume all risks and responsibilities associated with any damage to patron owned computer equipment and/or devices that may occur from use of the internet. It is the user's responsibility to have up-to-date virus protection on patron owned equipment and devices. The library is not responsible for personal items left unattended.
- The library supports the user's rights to privacy. However, because of the open nature of the internet, users should have no expectation of privacy when using the internet.
- Users assume all risks and responsibilities associated with connection to the internet including, but not limited to loss of personal information, security or financial issues, or consequences caused by viruses or hacking.
- The library uses a content filtering application to screen computers that have internet access. Filters are not foolproof. Filtered sites may slip through controls and at other times, filters may block unintended sites. Filters can be overridden by library staff.
- Adult patrons have the right to request content filters be disabled, without justification, in a timely manner. *United States v. American Library Assn., Inc.*, 539 U.S. 194 (2003). A "Website Filtering Reconsideration Form" is available upon request or can be downloaded from the library's website. The date of the request and the website URL must be recorded on the form, email is not required. Turn the form into library staff.
- Access to and/or display of obscene language and sexually explicit graphics and materials, as defined in the Ohio Revised Code, including sections 2907.01 and 2907.31, is prohibited in all areas of the library.
- Viewing sexually explicit material on any computer in the library may be considered disruptive behavior or sexual harassment if it harasses, intimidates, disturbs or has the potential to harass, intimidate, or disturb others as defined in the library's Rules of Conduct and Sexual Harassment

policies, respectively. Users may be asked to discontinue viewing the disturbing material, or leave the building.

- The library does not actively collect browsing data. The library does not release information on the use of the internet by library users except as required by law.
- The library may limit the amount of time of individual user sessions on the internet.
- Printing from the internet is available for a fee.

Patrons who fail to comply with this policy may lose their internet privileges or may be banned from the library. Illegal acts may be subject to prosecution by local, state, or federal authorities.

Library Website Privacy Policy

Troy-Miami County Public Library

Approved on August 16, 2017, by the Troy-Miami County Public Library Board of Trustees

The Troy-Miami County Public Library website is provided for information purposes only.

When you visit Troy-Miami County Public Library's website:

- The library collects no personal information from website visitors.
- The library uses cookies to collect traffic data for analysis.
- The library uses Google Analytics to track general use, but does not track or permanently record information about individuals and their visits.

While the information contained within the library's website is periodically updated, no guarantee is given that the information provided in the website is correct, complete, and up-to-date.

Through the website you are able to link to other websites which are not under the control of Troy-Miami County Public Library. Library staff has no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

All users of the website agree to hold Troy-Miami County Public Library harmless from any and all claims, losses, damages, obligations or liabilities, directly or indirectly relating to the website and/or the networked information available via the website, caused thereby or arising therefrom. In no event shall Troy-Miami County Public Library have any liability for lost profits or for indirect, special, punitive, or consequential damages or any liability to any third party, even if Troy-Miami County Public Library is advised of the possibility of such damages.