

OLD POST OFFICE ACCEPTABLE USER AGREEMENT

1. All users must check in with staff and show a valid library card and photo identification each time they enter the Makerspace or Creative Studios.
2. Prior to using the Makerspace and/or Creative Studios, users must read and sign this **Acceptable User Agreement** form which is kept on file and noted on the user's membership card.
3. All users must complete a free certification course(s) and quizzes in order to use the laser cutter unassisted. Information on certification is available by calling 226-533-2767.
4. When using a tool or equipment that does not require certification, the user is certifying that he/she is capable of using that tool/equipment in a safe and proper manner. Makerspace staff will demonstrate proper usage or make available upon request manuals or other instructional material.
5. All users must be 16 (sixteen) years and older to use the Makerspace and Creative Studios. Youth under 16 (sixteen) must be accompanied by a certified adult and a separate waiver must be signed for the youth.
6. The Makerspace provides the user with access to safety supplies, including: safety goggles, masks, gloves, First Aid kits, and fire extinguishers.
7. The user agrees that Idea Exchange is not responsible for any manufacturing defects in the quality of workmanship or materials inherent in any of the tools or equipment.
8. The user agrees that if any tool or piece of equipment becomes unsafe or in a state of disrepair, he/she will immediately discontinue use of the tool and notify staff.
9. Users must report any accident/incident that occurs in the Makerspace to a staff member.
10. Items used in the Makerspace and Creative Studios must be returned, by the user, to their original location.
11. The user agrees to clean up their workspace and return items to their original state.
12. Users agree to accept financial responsibility for any misuse or damage to computers and equipment.
13. No food or drinks of any kind are permitted in the Makerspace or Creative Studios.
14. Staff reserve the right to stop any projects that violate Idea Exchange policies, are unsafe and/or are unlawful.
15. It is the user's obligation and responsibility to determine and satisfy copyright, patent, trademark or other use restrictions. Idea Exchange is not responsible for violation of intellectual property laws.
16. All users must adhere to the **Idea Exchange Code of Conduct** when in the Makerspace and/or Creative Studios. Failure to do so will result in immediate expulsion from the space.
17. Violation of any of the above can result in revocation of the user's right to access the Makerspace or Creative Studios.

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ASSUMPTION OF RISK, RELEASE, AND INDEMNITY

Acceptance of and compliance with these provisions is required for use of the space, tools, and equipment.

WHEREAS I wish to utilize the Makerspace and/or Creative Studios at Idea Exchange (The Cambridge Public Library Board), 12 Water Street South, Cambridge, Ontario.

IN CONSIDERATION of my use of the Makerspace and/or Creative Studios:

1. ASSUMPTION OF RISK: I acknowledge that such Activities may involve risks of injury or death in connection with use of equipment, technology, supplies or tools among other risks. I acknowledge and voluntarily assume all risks of injury and/or death associated with the Activities, inherent and otherwise, and whether or not described above, including those which may result from the negligent acts or omissions of other participants, the Corporation of the City of Cambridge, or Idea Exchange and/or any of their respective councillors, directors, officers, trustees, departments, employees, volunteers, contractors, and/or agents.

2. RELEASE: I, my heirs, executors, estate trustees with or without a will, administrators, successors and assigns do hereby release and forever discharge the Corporation of the City of Cambridge and Idea Exchange and all of their respective councillors, directors, officers, trustees, departments, employees, volunteers, contractors, and agents from any claims, demands, and/or causes of action, whether in law or equity, in respect of death, injury, loss or damage to my person or property, arising out of my use of equipment, technology, supplies or tools.

3. INDEMNITY: I hereby undertake to indemnify and hold harmless the Corporation of the City of Cambridge, Idea Exchange and all of their respective councillors, directors, officers, trustees, departments, employees, volunteers, contractors, and agents from and against any and all liability, loss, damage or cost incurred by any or all of them arising out of, resulting from, or contributed to by my negligence in connection with the Makerspace and/or Creative Studios.

4. SEVERABILITY: Each provision of this Agreement shall be severable. If any provision of it is illegal or invalid, the illegality or invalidity shall not affect the validity of the remainder of this Agreement.

5. INDEPENDENT LEGAL ADVICE: I acknowledge that I am encouraged to obtain independent legal advice prior to the execution of this Agreement and that I have either obtained same or chosen to waive such independent legal advice.

ACKNOWLEDGEMENT: I have carefully read this Agreement and fully understand its contents. We understand that participating in the activities described above, we are assuming the risks associated with doing so. We sign it of our own free will.

Signature of User: _____ **Date:** _____

Print name of User: _____

PERMISSION FOR YOUTH UNDER 16 YEARS OLD:

I give _____ (Name of Participant – Minor) permission to participate in the Program Activities described above.

Signature of Parent / Guardian: _____ **Date:** _____

Print name of Parent / Guardian: _____