

Yolo County Library Makerspace (yololab) Registration Form

Yolo County Library's (YCL) Makerspace, also known as "yololab," provides a place for patrons to be innovative, creative and collaborative. The Makerspace contains a wide variety of equipment and technology for both guided and independent exploration and learning. All patron use of Makerspace facilities and equipment is entirely optional and voluntary and is for purposes of recreation, education, and/or self-improvement.

To use the Makerspace/yololab facilities and equipment, each user must complete:

- Makerspace Registration Form
- Makerspace Policy Agreement
- Makerspace Risk Acknowledgment and Release of Liability Waiver
- Safety Orientation

User Information

Name: _____ Library Card #: _____

Phone #: _____ Email: _____

For Minors

A parent or guardian of the minor user must review these documents, provide the information requested, and sign in the area designated. The parent or guardian must be present when turning in the initial paperwork.

Parent/Guardian/Responsible Party Information *(Required if user is under 18. *Children under 7 are not allowed to use the Makerspace.)*

Name: _____ Library Card #: _____

Phone #: _____ Email: _____

Relationship to User: _____

Emergency Contact Name and Telephone Number *(If different)*: _____

I, _____, am the parent/guardian/responsible party of the named minor child and give permission for the minor child to participate in Makerspace Activities. I will be available at the provided contact information in the event of an emergency and will update this contact information if it changes.

Signature: _____ Date: _____

Yolo County Library Makerspace (yololab) Policy Agreement

Code of Conduct

Yolo County Library's (YCL) Code of Behavior Policy applies to the Makerspace. Users who engage in conduct or behavior that violates this Policy or the YCL Makerspace Policy Agreement may be issued a warning, be required to leave the premises, and/or have their permission to use the Makerspace revoked.

The Maker Mindset

YCL's Makerspace is a Do-It-Yourself space. We will provide some materials and equipment but cannot design or create your project. Failure is an essential part of the making process; you are encouraged to experiment and try again.

Patron Requirements

- Patrons must have completed the YCL Makerspace Registration, Policy Agreement, Risk Acknowledgement and Release of Liability Waiver, and a Safety Orientation to use the Makerspace.
- Minors 13 or older may use the Makerspace without the supervision of an adult guardian provided they have all signed paperwork on file.
- Minors aged 7 -12 must be accompanied by an adult guardian to use the Makerspace.
- Adult guardians may only be responsible for a maximum of 2 minors at one time.
- Adult guardians of minors must be responsible for the safety of the minors under their care.
- Minors 6 and under may not be in the Makerspace unless for library programs or events specifically developed for younger patrons.

Safety Rules

- Always follow the direction of staff while in the Makerspace or using Makerspace equipment.
- Complete general safety training for the Makerspace and any required specific training for each machine.
- Closed-toe shoes are required. Hair should be tied back and not dangling. Avoid loose fitting clothing or accessories such as ties or long necklaces around machines with moving parts.
- Headphones and/or earbuds are permitted as long as you remain aware of your surroundings; it is important that you be able to hear machine malfunction, alarms, or safety instructions.
- Report any damaged or malfunctioning equipment to Makerspace staff immediately.
- Any material that you provide to use with Makerspace machines must be approved by Makerspace staff prior to use. Please provide Material Safety Data Sheets, original packaging, or purchase information.
- You must stay in the presence of the machine you are using while it is powered on or running.

Cleanliness

- Clean up after your projects. Your workspace and its surrounding table and area should be left in the same condition the space was in upon your arrival.
- Return any tools or borrowed materials to their homes after use.
- Keep cords neat and out of walking paths.
- Food and drinks, except for closed water bottles, are not permitted in the Makerspace. Never bring any liquids to stations with machines.
- Clean up any spills immediately to prevent slips and falls.
- Only use the shop vac on or around powered off machines.

Computer Use

- YCL’s Internet Acceptable Use Policy applies to use of Makerspace computers.
- Only Makerspace computers may be used with Makerspace equipment.
- Makerspace computers may not be removed from the Makerspace.
- You may not download any software to Makerspace computers. If you would like to request a program be added to Makerspace computers, please direct your request to Makerspace staff.

Legal

- Makerspace equipment and material may not be used to produce anything that violates local, state, or federal law.
- Makerspace equipment and material may not be used to produce any weapons.
- Makerspace equipment and material may not be used to produce anything that violates copyright or intellectual property laws.
- Yolo County Library is not liable for failed projects or wasted material.
- Staff has the right to pause or halt projects that violate policy.

Photo Release

- The Yolo County Library and the Davis Makerspace may use photos taken during Makerspace activities.

By signing this document, I agree to follow all YCL Makerspace Policies and verbal instruction of Makerspace Staff. I agree that failure to follow policy and/or instructions may result in access to the Makerspace being revoked.

User Printed Name: _____

Responsible Party Name (if applicable): _____

Signature: _____ Date: _____

Yolo County Library Makerspace (yololab) Risk Acknowledgement and Release of Liability

The purpose of this document is to inform the User and/or Responsible Party of the requirements to use the Makerspace (also known as “yololab”), the inherent risks of using the Makerspace, equipment, and materials, provide consent to medical treatment in the case of emergency, and release the County of Yolo, including the Yolo County Library (collectively, “YCL”), from liability. Please note that the Release of Liability releases YCL and the other Released Parties identified below, from liability for personal injuries and other losses resulting from the use of the Makerspace facilities and equipment. Please read carefully.

1. Conditions of Use

By signing below, the User and/or Responsible Party affirms (1) that the User and/or Responsible Party has reviewed and shall comply with all YCL’s Makerspace policies and guidelines; (2) the User is capable and willing to safely participate in Makerspace activities; (3) the User and/or Responsible Party shall be responsible to pay any applicable charges or fees for use of Makerspace tools, equipment and materials, and damages to YCL property; (4) all insurance of the User and/or Responsible Party applicable to any injuries or claims arising out of the Makerspace activities shall be primary with any applicable YCL insurance being secondary.

Initial here: _____

2. Assumption of Risk

YCL’s Makerspace facilities and equipment include, but are not limited to, 3D printing machines, laser cutting machines, electronic equipment, power tools, computer equipment, wood, metal, plastic, glass, and composite supplies and materials, glue solvents, nails, screws, and other working parts. Surfaces of floors, work benches and tables in the Makerspace may have debris, dust, liquids, and sharp areas. User and/or Responsible party acknowledge the possible risks in the use of the above materials and equipment.

YCL may require users to wear specified safety gear and undergo training. While YCL will supervise Makerspace areas, not all activities of Users can always be directly supervised. The User and/or Responsible Party understands and agrees that Makerspace activities may involve various hazards, dangers, and risks, including without limitation, the risk of falls, cuts, broken bones, burns, and other wounds. The User and/or Responsible Party acknowledges possible exposure to dust, fumes, smoke, and noise. Each User agrees that such User’s participation in Makerspace activities involves risks of accidents and serious personal injury, even death, caused by the User or other Users.

The undersigned User/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 Makerspace Activities, whether those risks are known or unknown, or are predictable or unpredictable, or are risks inherent in the Makerspace Activities.

Initial here: _____

3. Release of Liability and Indemnification

In consideration for the privilege granted to the User to participate in the Makerspace activities, and with full awareness and appreciation of the Risks involved, the undersigned User and/or Responsible party, and for User and/or Responsible Party’s heirs, family and estate, executors, administrators, assigns, and personal representatives, hereby releases , covenants not to sue, and agrees to indemnify and hold harmless the County of Yolo, including the Yolo County Library, and all organizations related to YCL, and its related organizations’ affiliates, directors, officers, Board members, 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 User and arising from the User's participation in the Makerspace activities, and the Risks, including all claims of the User and all claims of each undersigned Responsible Party. This Release and Indemnification includes all damages, costs, expenses, attorneys' fees, and economic and other losses which may be sought in any such claims. This Release and Indemnification is intended to have the scope and effect permitted by applicable law.

Initial here: _____

4. Consent to Medical Treatment

If the User is injured or becomes ill while involved in Makerspace Activities, the User and/or Responsible Party hereby authorizes YCL 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.

Initial here: _____

5. Miscellaneous

The User and/or Responsible Party agrees that YCL provides no warranties of merchantability or fitness for particular purpose or use concerning any project or items made using YCL equipment, tools or materials. If any provision of this Risk Acknowledgment and Release of Liability 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 Risk Acknowledgment and Release of Liability had been executed with the invalid provision eliminated.

By signing below, the undersigned person agrees that this Risk Acknowledgment and Release of Liability is intended to be as broad and inclusive as permitted under applicable law. This Risk Acknowledgment and Release of Liability is governed by California law, and any claims brought concerning it must be commenced in the state courts of Yolo County, California. This document shall not be amended except by a written document signed by the User and/or Responsible Party and the Yolo County Librarian or designee.

I have carefully read and understand this Risk Acknowledgment and Release of Liability.

Initial here: _____

User Signature

- By my signature below, I acknowledge that I have carefully read this Risk Acknowledgment and Release of Liability in its entirety and understand it, and I voluntarily agree to all statements and provisions of this Risk Acknowledgment and Release of Liability, including the Release of Liability and Indemnification of Section 3.**

User Name (Printed): _____

User Signature: _____ Date: _____

[If User is under 18, the User's Responsible Party (parent or legal guardian) must sign this Risk Acknowledgment and Release of Liability – see following page.]

Responsible Party Signature (If User is under 18)

- By my signature below, I acknowledge that I am a legal guardian or other person legally responsible for the User with authority to sign this Agreement for and on behalf of the User. I have carefully read this Risk Acknowledgment and Release of Liability in its entirety and understand it, and I voluntarily agree to all statements and provisions of this Risk Acknowledgment and Release of Liability, including the Release of Liability and Indemnification of Section 3, for and on behalf of the User. I am sufficiently informed about the Makerspace Activities and Risks involved to decide whether to sign this Agreement for the User. I attest that I am eighteen (18) years of age or older.**

User Name (Printed): _____

Responsible Party Name (Printed): _____

Responsible Party Signature: _____ Date: _____