



LIBRARY POLICY

CITY OF TUALATIN

MAKERSPACE USE POLICY

POLICY: Tualatin Public Library provides a Makerspace to promote creativity, innovation, and technology education in support of its mission of empowering and enriching our community through learning, discovery, and interaction.

RULES:

Makerspace equipment may only be used for lawful purposes. The public is prohibited from using Makerspace equipment to create material that is:

- Prohibited by local, state, or federal law;
- Unsafe, harmful, dangerous, or poses an immediate threat to the wellbeing of others;
- Obscene, pornographic, or in violation of the Library Rules;
- Derogatory or defamatory to any individual or group, or using words or images that are racist, sexist, or disparaging towards any group of people.
- In violation of another's intellectual property rights. Equipment may not be used to infringe upon existing copyright, patent, or trademark protected work. Patrons are responsible for ensuring their use of the Makerspace follows appropriate intellectual property laws.

Some equipment requires safety and training certification before use. Patrons may not use this equipment until training and certification has been completed.

Patrons age 18 and up may use the Makerspace independently. Patrons age 14 and under must be supervised by an adult caregiver at all times; patrons age 15-17 must be supervised by an adult, which may be library staff or volunteers. Exceptions may be made for some Library events, with parental consent. Users must sign the Makerspace User Agreement & Liability Waiver before using the Makerspace. Users age 17 and under must have a parent or legal guardian sign the agreement on their behalf.

When using a tool or equipment that does not require specific training, the patron certifies that they are capable of using that tool or equipment in a safe and proper manner and must follow the safety guidelines listed on the equipment's usage sheet.

Only library-provided or library-approved materials may be used in Makerspace equipment. There may be a charge for use of some materials and supplies used by some Makerspace equipment, per posted procedures.

Tualatin Library is not responsible if a project is destroyed, does not print correctly, or does not work. Patrons understand that Tualatin Library is not responsible for any manufacturing defects or the quality of workmanship of any of the tools, materials, or equipment supplied by the Library.

If any equipment begins to act unsafe or incorrectly, the patron must immediately discontinue use and notify library staff. If you notice any damage to the equipment, notify library staff. Patrons should report to library staff any equipment in need of repair, any accident that occurs, or if they witness unsafe behavior.

Items used in the Makerspace are to be returned in the same condition as they were issued, barring normal wear and tear. Patrons agree to pay for the loss or damage to any items due to misuse or non-compliance with specified instructions

Some equipment located in the Makerspace may contain aspects, parts, or components that will cause injury to the user if used improperly. Users agree to release and hold the Tualatin Public Library and the City of Tualatin harmless from any claims for personal injury, property damage, or any other loss in connection with the use of the Makerspace, including the equipment, tools, and materials therein.

The Makerspace and all included equipment is intended for educational, entertainment, and prototyping purposes. The Library does not provide access to the room or equipment for the production or sale of goods. The Makerspace shall not be used in any way that interferes with regular Library access, services, and operations or which causes a threat to the safety of Library employees, patrons, or property. Makerspace users must follow the Library Rules.

Scheduled library programs have priority, followed by patrons who have made a reservation. If the room or its equipment is not reserved, it may be made available on a first come, first served basis to patrons who have completed certification to use the equipment.

Tualatin Library reserves the right to deny Makerspace access if a patron violates the Makerspace Use Policy or any other Library policy, or for misuse of the space.

APPROVAL: This policy is approved by Tualatin Library Advisory Committee September 2021; updated October 2024.

Makerspace User Agreement & Liability Waiver for Adults

Please read this form carefully and be aware that by your participation in this program/activity, you are expressly assuming risk and legal liability and waiving and releasing all claims for injuries. By signing this document, you agree to follow all Tualatin Library Makerspace policies and rules. This form must be re-signed annually for continued access to the Makerspace.

Waiver of Liability

I recognize and acknowledge that there are certain risks of physical injury and property by participating in the Tualatin Library Makerspace. I agree to assume the full risk of any injuries, including loss of life, personal injuries, property damages, and expenses, which I may sustain as a result of participating in any and all activities connected with or associated with the Tualatin Library Makerspace. I also hereby waive, release, indemnify, hold harmless, defend, covenant not to sue, acquit, and forever discharge, the City of Tualatin and all officials, employees, officers, volunteers, and agents of the City of Tualatin, from and against any and all rights of action, claims, demands, liabilities, injury, losses, or damages of any kind, arising in whole or in part out of my participation in the Tualatin Library Makerspace. This includes, without limitation, claims based upon loss of life, personal injuries, or property damages, sustained by me or caused by me. I agree to assume all risks associated with participation in the program and acknowledge and agree that the City of Tualatin assumes no liability.

Liability for Damage to Equipment

I also agree that I am financially responsible for any and all damages done to Tualatin Library Makerspace equipment caused by my misuse or failure to follow all rules, policies, procedures, and restrictions. I understand that I am responsible for and agree to pay the repair and/or replacement cost of the equipment resulting from such actions.

Signature _____ **Date** _____

Printed Name _____

Email or Phone _____

Makerspace User Agreement & Liability Waiver for Minors

Please read this form carefully and be aware that by your participation in this program/activity, you are expressly assuming risk and legal liability and waiving and releasing all claims for injuries. By signing this document, you agree to follow all Tualatin Library Makerspace policies and rules. This form must be re-signed annually for continued access to the Makerspace.

Waiver of Liability

I recognize and acknowledge that there are certain risks of physical injury and property by participating in the Tualatin Library Makerspace. I agree to assume the full risk of any injuries, including loss of life, personal injuries, property damages, and expenses, which I may sustain as a result of participating in any and all activities connected with or associated with the Tualatin Library Makerspace. I also hereby waive, release, indemnify, hold harmless, defend, covenant not to sue, acquit, and forever discharge, the City of Tualatin and all officials, employees, officers, volunteers, and agents of the City of Tualatin, from and against any and all rights of action, claims, demands, liabilities, injury, losses, or damages of any kind, arising in whole or in part out of my participation in the Tualatin Library Makerspace. This includes, without limitation, claims based upon loss of life, personal injuries, or property damages, sustained by me or caused by me. I agree to assume all risks associated with participation in the program and acknowledge and agree that the City of Tualatin assumes no liability.

Liability for Damage to Equipment

I also agree that I am financially responsible for any and all damages done to Tualatin Library Makerspace equipment caused by my misuse or failure to follow all rules, policies, procedures, and restrictions. I understand that I am responsible for and agree to pay the repair and/or replacement cost of the equipment resulting from such actions.

Minor's Signature _____ Date _____

Printed Name _____

Parent Permission

I (we), parent(s) of, or legal guardian(s) for, the above participant, hereby consent to participation in the Tualatin Library Makerspace. On behalf of the participant listed, I accept the waiver of liability.

Parent / Guardian Signature _____ Date _____

Printed Name _____

Email or Phone _____