



Let's get started.

Before you can use the Makerspace, you need:

A valid Bridges Library System CAFÉ Card.

It's easy to get a card, just visit any of the twenty-four Bridges Library System locations.

A MetaSpace 511 User Agreement 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 MetaSpace 511.

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

Questions?

Let us know. We're here to help.

Phone: (262) 363-6411 ext. 4111

Email: metaspace511@mukwonagolibrary.org

Web: <https://www.mukwonagolibrary.org/metaspace511/>

MAKERSPACE USER AGREEMENT AND RELEASE OF LIABILITY

In order to use the Makerspace facilities and equipment, each adult user (a Users 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 Users (under 18 years of age) ("**Minor User**") to use the Makerspace 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 the Mukwonago Community Library ("MCL") and others related to it from liability for personal injuries and other losses resulting from the use of the Makerspace facilities and equipment. **Please read carefully and fill out the last page.***

1. Adult User Information:

Name:
First Name Last Name

Library Card Number: Phone Number:

Email Address:

Emergency Contact Name & Phone Number:

2. Minor User Information:

Name:
First Name Last Name

Library Card Number: Phone Number:

Email Address:

3. Responsible Party Information:

Name:
First Name Last Name

Library Card Number: Phone Number:

Email Address:

Emergency Contact Name & 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 Makerspace Activities (as defined below); (2) User has received and read the MetaSpace Safety/Regulations and Guidelines/Use Statement attached to this Agreement as Appendix "A"; (3) User shall comply with all MCL policies and procedures, including all Makerspace guidelines and instructions; (4) User or Responsible Party shall be responsible to pay any MCL charges or fees for use of Makerspace tools, equipment, and materials, and for damage, loss, or clean-up of MCL property, which may be valued and billed to User's or Responsible Party's MCL account or by other means, in MCL's discretion; and (4) all insurance of the User or Responsible Party applicable to any injuries or claims arising out of the Makerspace Activities (defined below) shall be primary with any applicable MCL insurance being secondary.

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

The undersigned User and/or Responsible Party understands and agrees that the Makerspace 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 MCL 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 the User's involvement in the Makerspace Activities, including unpredictable risks and risks inherent in the use of the work areas, facilities, tools, and equipment used in Makerspace Activities. Each User and/or Responsible Party agrees that such User's participation in Makerspace Activities involves risks of accidents and serious personal injury and other risks arising from the Makerspace 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 Makerspace Activities, whether those Risks are known or unknown, or are predictable or unpredictable, or are Risks inherent in the Makerspace Activities.

6. Release of Liability and Indemnification of Claims of User. 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, 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 MCL, its Board of Trustees, and all organizations related to MCL and MCL's related organizations' affiliates, directors, officers, trustees, 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 damages, costs, expenses, attorneys' fees, and economic and other losses which may be sought in any such claims.

7. Consent to Medical Treatment. If User is injured or becomes ill while involved in Makerspace Activities, reasonable efforts will be made to contact User's parent/guardian or emergency contact. In the event no contact will be made, the User and/or Responsible Party hereby authorizes MCL 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.

8. Miscellaneous. The User and/or Responsible Party agrees that MCL 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 User agrees that this document is intended to be as broad and inclusive as permitted under applicable law. This document is governed by Wisconsin law, and any claims brought concerning it must be commenced in the state courts of Waukesha County, Wisconsin. This document shall not be amended except by a written document signed by the User and/or Responsible Party and the Library Director of MCL.

Appendix A

Makerspace Safety/Regulations and Guidelines/Acceptable Use Statement

The Mukwonago Community Library's Makerspace MetaSpace 511 promotes creativity, ingenuity, and entrepreneurship by creating opportunities for individuals to collaborate, innovate, inspire one another, and generate content. MetaSpace 511 supports lifelong learning and the realization of ideas in a new way through technology and hands-on fabrication. Makerspaces provide open access to a wide variety of equipment and tools in multiple ways, including guided exploration through classes and programs.

1. Users must be at least 13 years old to be in Makerspace to use equipment. Users under the age of 13 must be accompanied by a parent or guardian over the age of 18 at all times. Exceptions may occur in cases of Library staff-led programming specifically developed for younger Users.
2. Users must check in with the Makerspace staff member on duty each time before using the space. Some tools and equipment are available to makers on a first-come, first-served basis; others are available by reservation. Covered drinks are welcome in the Makerspace. Food is not permitted.
3. Users are responsible for reviewing the use and safety regulations and guidelines for Makerspace equipment and tools. When using equipment or a tool that does not require certification, the User is certifying that they can use that item safely and properly.
4. Users must participate in mandatory safety and equipment training in order to use certain equipment and tools. They may only use these tools once badging training is completed, as confirmed by MetaSpace 511 staff. Training is provided when staff time is available or during scheduled training programs.
5. Users are responsible for retaining the instructional materials they have been given. Makerspace staff assistance with Makerspace equipment and technology is available as staff time permits. Makerspace staff will make materials (such as manuals) available upon request.
6. Projects are subject to approval by staff before the use of equipment. Only staff or badged (trained) Users can run equipment requiring badging.
7. Makerspace Users may bring their own consumable materials or use library-supplied materials. Makerspace User-supplied materials are subject to the approval of staff. Makerspace staff may supply consumables, materials, and printing at a cost to the User.
8. Staff must approve all user-supplied materials before they are used on machines to reduce the risk of damaging equipment or harming other users within the Makerspace. MetaSpace 511 can only provide free consumable materials on a limited basis.

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9. Makerspace Users must return equipment and tools to their original location in a clean state and clean the workspace they used before departing.

10. MCL and MetaSpace 511 are not responsible if a project is destroyed, does not print correctly, or does not work. The User understands that MCL is not responsible for any manufacturing defects or the quality of any tools, materials, or equipment supplied by the Library Makerspace.

11. MCL upholds the copyright law of the United States (Title 17, United States Code) and the patent law (Title 35, United States Code). MCL reserves the right to deny access to reproducing equipment, including Makerspace equipment, if, in its judgment, using such equipment would violate copyright, patent, or other laws. The User is liable for any infringement.

12. MCL staff reserves the right to halt, delete, or disallow the creation of items that violate Library policies. The following uses of the Makerspace and equipment at MCL are prohibited: use for illegal purposes, creation of weapons, and displaying graphics that may be reasonably constructed as obscene.

13. MetaSpace 511 provides Users with access to safety supplies in the Makerspace. Safety is a priority. Some tools require specific safety gear, as described in badging training. All safety gear must be worn as appropriate.

14. For safety reasons, the laser machine may not cut or engrave metal, PVC, vinyl, and other unsafe materials. See the acceptable and unacceptable materials lists in the MetaSpace 511 Laser Machine Badging Guide.

15. Use of certain equipment may also require hair and any dangling items, like jewelry, to be secured or covered before use. Appropriate closed-toe shoes and clothing must be worn in the Makerspace.

16. Users may bring their own storage devices and media to upload, download, or store data for Makerspace projects. MCL is not responsible for damage to a User's storage device or computer or for any loss of data, damage, or liability from using the Library's equipment.

17. MCL is not responsible for any User files erased on Library computer hard drives. Users may only connect MetaSpace 511 computers to Makerspace equipment. Misusing the Library's Makerspace computers and equipment may result in losing Makerspace privileges.

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18. Users should immediately report any accident or incident and any unsafe behavior by anyone to MetaSpace 511 staff. MCL staff reserve the right to end a Makerspace session at any time. MCL staff reserve the right to ask Users to leave the Makerspace for any unsafe behavior.

19. Users agree to take precautions to prevent avoidable mess or damage in the Makerspace. Users agree to minimize the waste of materials.

20. When machines are out of order, staff will attempt to contact Users with reservations and signed up for programs. This courtesy cannot be guaranteed.

21. Users should report any equipment or tools that are unsafe or in a state of disrepair and immediately discontinue the use of the equipment or tools and notify MetaSpace 511 staff.

22. Users with disabilities who need special arrangements or accommodations should contact MetaSpace 511 staff before their expected time of use, so Makerspace staff can provide any needed accommodations and assistance. Accommodations will be made for walk-in Users as much as possible.

23. Users and the Responsible Party are responsible for reviewing Library policies, including but not limited to Public Behavior Policy, Public Space Usage Policy, and Public Computers and Internet Access Policy.

24. Follow Library Policies and Makerspace Safety/Regulations and Guidelines/Acceptable Use Statement to avoid losing makerspace privileges.



511 Division Street, Mukwonago, WI 53149

Phone: (262) 363-6411

www.mukwonagolibrary.org

By my signature below, I the User acknowledge that having carefully read this Agreement including Appendix “A” in its entirety, and understood it, and as the User voluntarily agree 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 Makerspace Activities and Risks involved to decide whether to sign this Agreement. I attest that I am eighteen (18) years of age or older.

1. Adult User Information:

Name:

First Name

Last Name

Library Card Number:

Phone Number:

Email Address:

Emergency Contact Name & Phone Number:

User Signature:

Date:

By my signature below, I acknowledge that I have carefully read this Agreement including Appendix “A” in its entirety, and understood 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 Makerspace Activities in which the User may or will participate and the Risks involved to decide whether to sign this Agreement. I authorize the User to participate in the Makerspace Activities. I am eighteen (18) years of age or older and am the parent, or legal guardian, or otherwise legally 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.

2. Minor User Information:

Name:

First Name

Last Name

Library Card Number:

Phone Number:

Email Address:

User Signature:

Date:

3. Responsible Party Information:

Name:

First Name

Last Name

Library Card Number:

Phone Number:

Email Address:

Emergency Contact Name & Phone Number:

User Signature:

Date: