



Makerspace Waiver

Please review the policies, procedures, and guidelines outlined below. Acceptance of, and compliance with, are required for use of the Makerspace, tools, equipment, and materials provided.

The Makerspace is available for Ajax Public Library customers who meet the following requirements:

- Ajax Public Library card in good standing.
- 14 years of age and older. Users under the age of 14 must be accompanied by a caregiver at all times where the caregiver is considered the main user.
- Completed waiver.

I agree to comply with the following Ajax Public Library policies and guidelines:

- Acceptable Behaviour
- Makerspace Policy
- Internet Use Policies

The Makerspace is available for all Ajax Public Library customers who agree to the following:

- I agree to check in with Library staff upon arrival.
- I understand that most tools and equipment are available to customers on a first-come, first-serve basis.
- I agree not to modify Makerspace hardware, software, or install any new programs on Makerspace computers.
- I understand that I must save my work to external storage, such as USB drive or cloud.
- I understand that the laser cutter and embroidery machine will require staff assistance to use.
- I will use all equipment in a safe and proper manner.
- I agree to use any and all safety equipment required for the task I am doing, including safety goggles, gloves, first aid kits, and fire extinguishers.
- I understand that maker supplies are provided or available for purchase, and I am responsible for any usage costs before using equipment.
- I accept full responsibility for the space and equipment accessed in the Makerspace during their session.
- I agree to return any and all equipment in the same condition as when I arrived, barring normal wear and tear.
- I understand that I will be responsible for any costs associated with equipment damage or loss caused by intentional or negligent actions, or the result of other persons' use.
- I understand that replacement charges for damaged equipment may result in Library and Makerspace privileges being suspended until all costs are paid.
- I will discontinue use and notify staff immediately if any tool or piece of equipment becomes unsafe or in a state of disrepair during use.
- I agree to immediately report any accident or incident resulting in injury or damage to Library staff.
- I understand that the Ajax Public Library is not responsible for any damage to my materials or files.

- I understand that the Ajax Public Library is not responsible for any manufacturing defects, quality of workmanship, or materials used. I acknowledge that am responsible to pay for all materials used regardless of project outcome.
- I agree not to create content that:
 - Is prohibited by Provincial or Federal Law.
 - Is unsafe, harmful, dangerous, or possess an immediate threat to the well-being of others.
 - Is obscene or otherwise inappropriate for the Library environment.
 - Violates intellectual property rights; for example, the equipment cannot be used to reproduce materials that are subject to copyright, patent, or trademark protection
 - Promotes discrimination or hatred for any group or person on the basis of, but not limited to: race, ethnic origin, place of origin, citizenship, colour, ancestry, language, creed/religion, age, gender, gender identity, gender expression, marital status, family status, sexual orientation, disability, and socioeconomic status.
- I understand that the Ajax Public Library reserves the right to deny access to the room or any equipment at their sole discretion. Staff reserve the right to stop any projects that violate Library policies or are deemed unsafe and/or unlawful.
- I understand that the Library shall not be held responsible or liable for any material created using Library owned equipment.
- I understand permission to use equipment and materials produced does not imply endorsement by the Library of the aims, policies, or activities of any group or individual.

Printed Name:	
Library Card Number:	

I understand the Makerspace Waiver conditions and agree to abide by them.

I, _____ (print name), affirm that the information I have provided on the Makerspace Waiver is current, true, and correct. I understand that this information may be subject to verification.

I, _____ (print name), do hereby for myself, and on behalf of my heirs, executors, administrators, successors, and assigns, in consideration of being permitted to use the Makerspace and any tools and equipment, waive any and all claims against the Ajax Public Library that I have or may have in the future against the Ajax Public Library, the Corporation of the Town of Ajax, their respective agents, servants, contractors, representatives, elected and appointed officials, directors, officers, employees, successors and assigns (the "Releasees") from any and all liability for any loss, damage to any person or property, expense or injury, including death, that I may suffer or that my heirs, executors, administrators, successors and assigns may suffer arising from my use and operation of the Makerspace and any tools or equipment due to any cause whatsoever, including, but not limited to, carelessness, recklessness, or negligence on the part of the Ajax Public Library. Further, I hereby agree to indemnify and hold harmless the Releases from all liability for any property damage or personal injury to any third party resulting from my use and operation of the Makerspace and any tools or equipment. I have read and understand this Waiver and the conditions and agree to abide by them. I have no questions about the meaning of this Waiver, I voluntarily accept the terms of this Waiver by signing my name below.

Signature:	
Date:	

Any Maker under 18 years of age must also obtain the following consent and release from a parent or legal guardian before using the Makerspace.

I, _____ (print name), am the parent or legal guardian of _____ (child's name). I consent to this and state that I have read the above release, have no questions about its meaning and voluntarily accept the terms of this release by signing my name below.

Parent/Guardian Signature:	
Printed Name:	
Date:	

This waiver will be in effect for two (2) years from the date it is signed, and a new waiver needs to be signed every two (2) years or as needed due to changes in Makerspace services or policy.

Personal information on this form is collected under the authority of the *Public Libraries Act*, R.S.O. 1990, c. P. 44, s. 23 (4) and is subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. This information is used for the administration, and planning of library services. Questions about this collection should be forwarded to the Chief Librarian and Executive Officer, 55 Harwood Avenue South, Ajax, Ontario, L1S 2H8, 905-683-4000 ext. 8825.