

## SJPL Teen HQ Maker Application

To use the Makerspace and Recording Studio in the San José Public Library's Teen HQ, you must:

- Complete the Maker Application
- Attend a Maker Orientation Session
- Complete the Teen HQ Makerspace Agreement
- Complete the Teen HQ Maker Waiver and Release of Liability

I, \_\_\_\_\_, am the parent or legal guardian of the below named minor child and agree to have my minor child (the Maker) comply by the Makerspace and Recording Studio rules. In the event of an emergency requiring immediate attention, I will be available at the contact information given below at all times and understand and guarantee that I will update the contact information below should it change at any time during the Maker's participation in any Makerspace and Recording Studio activities.

Parent/Guardian Name \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_

### **Maker Information**

Name \_\_\_\_\_

Date of Birth \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Email \_\_\_\_\_

### **Parent/Guardian Information**

Parent/Guardian Address \_\_\_\_\_

Parent/Guardian Phone \_\_\_\_\_

Parent/Guardian Email \_\_\_\_\_

### **Emergency Contact Information (if different or in addition to parent/guardian information)**

Emergency Contact Name \_\_\_\_\_

Emergency Contact Number \_\_\_\_\_

## **SJPL Teen HQ Makerspace Agreement**

\_\_\_\_\_ (the Maker), has permission to and will be participating in craftsmanship activities at the Teen HQ Makerspace located at Dr. Martin Luther King, Jr. Library at 150 East San Fernando Street, San Jose, CA 95112 from June 1, 2017 to July 1, 2018.

By signing this agreement, the Maker and the parent/guardian of the Maker agree:

The Maker will comply with the SJPL Teen HQ Makerspace Agreement as well as any subsequently published Library or SJPL Teen HQ Makerspace Rules and Regulations; and

The Maker is capable of participating in Maker activities, as described in the Teen HQ Makerspace Rules and Regulations below, or the Maker and parent/guardian have made requests for reasonable accommodations so that the Maker will be capable of participating in Makerspace activities; and

The Maker and his or her parent/guardian are responsible for returning equipment in the same condition in which it was issued, barring normal wear and tear, and agree to pay the costs associated with equipment damage, loss, or cleaning if the Maker's intentional or negligent actions caused the damage or loss.

**Teen HQ Makerspace Rules and Regulations** are as follows:

1. The Maker has and shall maintain a current SJPL Teen HQ Maker Application, Makerspace Agreement and Waiver and Release of Liability on file with updated parent/guardian contact information before engaging in any Teen HQ Makerspace activities.
2. The Maker is between the ages of 12 and 18.
3. The Maker will sign in each time the Maker uses the SJPL Teen HQ Makerspace and confirm whether there are any new Teen HQ Makerspace Rules or Regulations.
4. The Maker will wear properly fitting attire and closed toe shoes at all times. Long hair will be tied up and any dangling jewelry will be removed or covered for safety.
5. The Maker will actively participate in mandatory safety training prior to use of the 3D printers, laser cutter, CNC router, soldering iron, 3D scanner, sewing machines, serger, and vinyl cutter.
6. The Maker will not knowingly share equipment with or encourage unauthorized or untrained makers to use tools or equipment until in-person certification training has been completed by authorized Library staff for those individuals.

7. When using a tool or equipment that does not require advanced user training, the Maker will use that item in a safe manner and for its intended purpose and use only. Library staff will provide equipment demonstrations or make equipment manuals available upon request. A list of all equipment or tools requiring advanced user training shall be made available to the Maker.
8. Prior to use, the Maker shall inspect the tool or equipment to confirm it is in good working condition. The Maker will immediately discontinue use of a tool or equipment and immediately notify Library staff if a tool or equipment does not function as intended or appears to be in a state of disrepair (including personal protective equipment). San José Public Library is not responsible for any manufacturing defects in the quality of workmanship or materials inherent in any of the tools or equipment.
9. The Maker will report any accident/incident that occurs in the Makerspace to a Library staff member at the time of the accident/incident's occurrence.
10. The Teen HQ Makerspace or Recording Studio has an occupancy limit of 20 participants. Use of the space, tools, and equipment are available to makers on a first come, first serve basis. Sewing machines, serger, and CNC Router may be reserved up to one week in advance. 3D printers are available by advance reservation only.
11. Makerspace tools and equipment are for exclusive use in the Teen HQ Makerspace or Recording Studio and must remain in the Makerspace or Recording Studio and returned by the Maker to the designated storage location. If equipment or tools must be logged out, the Maker is responsible for and must check-in the equipment or tools before another maker can commence working with the tool or equipment.
12. The Maker agrees to take precautions to avoid causing unnecessary mess, noise, or damage in the Teen HQ Makerspace and Recording Studio. The Maker agrees to clean up their workspace in the Makerspace following each use. The Maker agrees to inform Library staff if they are unable to return a work surface, tool, or equipment to its original state.
13. The Maker understands that the Library has a strict policy forbidding horseplay on Library premises and that the Maker is not permitted to engage in any activities that may be considered horseplay or that appears to or may potentially pose an immediate harm or danger to another in the Teen HQ Makerspace.
14. The Library is only able to provide consumable materials on a limited basis. The Maker will avoid wasting consumable supplies and materials per instructions given at mandatory basic safety training.
15. Use of the Teen HQ Makerspace and Recording Studio is intended for discovery, learning, entertainment, and prototyping purposes. Production of goods to be sold for

profit is contrary to the Library's mission and will not be permitted.

16. The production of dangerous items and weapons or illegal materials is prohibited.

17. The Maker assumes responsibility for complying with applicable copyright, trademark, and patent laws.

**At its sole discretion, the Library may temporarily or permanently suspend access to the Makerspace for persons who fail to follow the established Rules and Regulations and guidelines. If the perceived or actual Rule or Regulation violation is considered a safety hazard or threat to the Maker, Library staff or other participants or Library visitors, use of the Makerspace will be immediately terminated at Library Staff's sole discretion.**

I, the undersigned parent/legal guardian of \_\_\_\_\_, give permission for him/her to use the Makerspace and Recording Studio in the San José Public Library's Teen HQ and the equipment and tools therein. I further understand that the City of San José may photograph or videotape the events or activities in which my child is participating. I give my permission for the City of San José to use photographs or videotape of me or my child for the purpose of promoting the City of San José and its services/programs. I give my permission with the following understanding: No compensation of any kind will be paid to me or my child at this time or in the future for the use of my or my child's likeness.

Maker Signature \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

## SJPL Teen HQ Maker Waiver and Release of Liability for Minors

**Extracurricular Activity:** Makerspace Related Activities  
**Date:** June 1, 2017 to July 1, 2018  
**Location:** Dr. Martin Luther King, Jr. Library  
150 East San Fernando Street  
San Jose, CA 95112

**Description of Event Activities:** Makerspace is a creative space with high-tech equipment, powered tools, and instruments that may be sharp, hot, or otherwise cause injury if handled improperly. The space may have low level exposures to chemicals that may cause cancer, dust, or other environmental hazards. A current list of the technology available can be found at [sjpl.org/teens/makerspace](http://sjpl.org/teens/makerspace).

**Types of Risks Involved with the Activity:** **Bodily injury, including burns, cuts, punctures, respiratory distress, permanent scarring and disfigurement, personal injury or death. Personal property damage or loss.**

Maker Name (Please Print): \_\_\_\_\_

In consideration of my participation in the voluntary, extracurricular activity described above, I hereby agree to assume all risk of any kind of injury, harm or loss that may result from my participation in any Makerspace related activities, including property damage, bodily injury, personal injury or death. I understand that some risks are inherent in the use of power and hand tools or while making and fixing things in general, and that some other risks may arise from conditions, situations, or activities of which I am presently unaware. I understand that my use of the tools and equipment involves some risk of injury, particularly when used incorrectly or unsafely by myself or other makers and that I must complete the necessary training, wear the appropriate clothing and personal protective equipment, and properly use the equipment and tools while completing any Makerspace activities. With full understanding of the risks involved and understanding the full implications of signing this Release, I, or I on behalf of my heirs and assignees, am willing to participate and use the tools and equipment.

I therefore agree to undergo all required training and exercise extreme caution and care in using the tools and equipment, including following all Makerspace Rules and Regulations as well as follow verbal instructions and provided by Makerspace and its instructors. I understand that certain skills and safety procedures are required in order to mitigate the dangers involved in project work. I agree to wear personal protective equipment, if required, at all times when in the work areas that require them and to take all precautionary measures as may be required.

The undersigned, in consideration of the above activity, agrees to assume all of the risks and responsibilities in any way associated with the Maker activities. I agree to defend, indemnify, and hold harmless the City, its officers, agents and employees (collectively referred to hereinafter as "City") from and against any and all claims, demands, causes of action, or

liabilities for damages, personal injury, death or property damage, arising, in whole or in part, directly or indirectly, from my participation in the Maker activities, except as may arise from the gross negligence or willful misconduct of City. In any action or claim against City in which the Maker is defending City, the City shall have the right to approve legal counsel providing City's defense and such approval shall not be unreasonably withheld.

I further agree to release City from any and all claims for any damages, including property damage, injury or death occurring or arising out of the Maker Activities, except as may be caused by the City's gross negligence or willful misconduct. I agree to abide by the Maker Rules and Regulations and acknowledge having received a copy thereof. Further, I agree that I will be held financially responsible for any damage to the tools or equipment, which is caused by my activities.

**THIS IS A RELEASE OF YOUR RIGHTS. READ CAREFULLY BEFORE SIGNING.**

**The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever including but not limited to personal injury, death or property damage which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.**

Maker Signature \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_

Date \_\_\_\_\_

This document may not be amended without prior approval from Library Administration.  
Copies of this form and all Makerspace Policies may be found on [sjpl.org/teenhqmaker](http://sjpl.org/teenhqmaker).