

Clark County Public Library

**Maker Metro Release of Liability**

Due to my participation in the Maker Metro organized by the Clark County Public Library, of Clark County, OH, and/or use of the property, facilities, and services of the Clark County Public Library, I and (if applicable) my family members agree to the following:

**A) AGREEMENT TO FOLLOW INSTRUCTIONS**

For the proper development of the makerspace, I agree to heed and pay attention to all rules, and further agree to follow any oral directions and warnings given by the Clark County Public Library, or the staff of the Clark County Public Library.

**B) ASSUMPTION OF THE RISKS AND RELEASE**

My choice to participate in the makerspace is knowing, voluntary, and made for my enjoyment. I recognize that there are certain inherent risks associated with its development and I accept full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge the Clark County Public Library for physical and/or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, death or economic loss occurring out of my or my family's use of or presence upon the facilities of the Clark County Public Library, whether caused by me or my family, the Clark County Public Library or other third parties that occurs during the course of the activity.

**C) INDEMNIFICATION**

I agree to indemnify and defend the Clark County Public Library against all claims, legal actions, damages, expenses, including attorney fees and her litigation costs that in any way may derive from the use or presence of myself or my family in the facilities of the Clark County Public Library.

**D) EXPENSES**

I agree to pay for all damage caused to the facilities of the Clark County Public Library as a result of my or my family's negligent, reckless, or willful actions.

**E) NO DURESS**

I have been given a reasonable opportunity to review this Agreement before signing. I agree and acknowledge that I am not under any pressure or duress to sign it. I further agree that I am free to have my legal counsel review this Agreement if I choose to.

**F) APPLICABLE LAW**

If any legal or equitable claim arises from my participation in the above-mentioned activity, it will be resolved under Ohio law.

**G) ENFORCEABILITY**

This Release of Liability shall be binding upon and enforceable against me, my representatives, spouse, assigns, heirs, and next of kin without limitation. It is my desire and intent that the words, terms, provisions, covenants, and remedies contained in this Agreement shall be enforceable to the fullest extent permitted by Applicable Law. If any portion of this Agreement is held invalid, the remainder shall not be affected and shall continue in full legal force and effect.

**H) EMERGENCY CONTACT**

In case of emergency, please call \_\_\_\_\_ (name, relationship) at \_\_\_\_\_ (phone number).

Emergency services will be contacted if the staff or representative of the Clark County Public Library deem necessary.

I have been given reasonable opportunity to review and understand this document and I further understand that by signing this release, I voluntarily surrender certain legal rights.

I have also read and agree to the terms of the Maker Metro use policy.

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Date**

**PARENT/GUARDIAN SIGNATURE (If under 18)**

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Date**