



Release and Hold Harmless Agreement

The Public Library of Youngstown & Mahoning County ("PLYMC") provides customers with the opportunity to use its makerspace facilities, technology, equipment and services, as described in the User Agreement and Safety Guidelines. All customer use of the makerspace facilities, technology, equipment and services is entirely optional and voluntary and is for purposes of recreation, education and/or self-improvement.

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

I understand that I assume all risks arising from the use of the facilities, equipment, and materials of the PLYMC Makerspace.

In consideration of being permitted to use the makerspace facilities, equipment and services, I, waive any and all claims against PLYMC for any personal injury, illness, death or liability resulting from or arising out of the carelessness, recklessness, negligence and/or fault of PLYMC.

I agree to release and hold harmless and defend PLYMC, their offices, agents, volunteers, Friends groups, Board of Trustees and employees from any and all liability, loss, claims, and demands, actions, or cause of action for the death or injury to any persons and for any property damage suffered or incurred by any person which arises or may arise or be occasioned in any way from the maker or possession of tools, technology, equipment or supplies I am using in the PLYMC Makerspace. Any available insurance I may hold shall be primary and that of the PLYMC's be Non-Contributory.

I authorize the Library, its employees, volunteers, agents and representatives to obtain and consent to, on my behalf, appropriate medical care required from injury or illness incurred while using the makerspace. I agree to pay all costs of such medical care and transportation.

I agree that PLYMC provides no warranty or guarantee of quality or fitness for a particular purpose of final products manufactured in the makerspace, nor is it responsible for loss of data or damage to the user's computer, files or equipment. PLYMC does not accept responsibility if a project is destroyed, does not print correctly or does not work and it will not refund costs or supplies consumed by the user to execute the project/product.

I recognize that Library supervision in its makerspace(s) does not constitute knowledge, acknowledgment or endorsement of any final use of a manufactured item.

By signing below, I understand that I shall be responsible to pay any PLYMC charges or fees for use of the makerspace facilities, equipment, supplies and services. I also agree to pay for damage, loss or clean-up of PLYMC property related to their use of the makerspace.

Any and all disputes resulting in litigation will be handled only in Mahoning County, Ohio. This agreement is governed by the laws of the State of Ohio.

The provisions of this agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision here.

This agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

Please turn sheet over to continue.





Release and Hold Harmless Agreement (Continued)

I have read this release, have no questions about its meaning and voluntarily accept the terms of this release by signing my name below.

Signature _____ Date _____

Printed name _____

Any makerspace user under eighteen (18) years of age must have a parent or legal guardian sign this Release and Hold Harmless Agreement on their behalf.

I, _____ (print name), acknowledge that I am the parent or legal guardian of _____ (print name). I state that I have read the above Release & Hold Harmless Agreement, have no questions about its meaning and voluntarily consent to and accept the terms of this Release & Hold Harmless Agreement by signing my name below.

Parent/Guardian Signature _____ Date _____

Printed Name _____

The Public Library of Youngstown & Mahoning County
305 Wick Avenue
Youngstown, Ohio 44503
330-744-8636