

RELEASE AND WAIVER OF LIABILITY THE FORGE AT CRANBERRY PUBLIC LIBRARY

Please read this form carefully. It contains important information about your release of claims and waiver of liability for use of The Forge at the Cranberry Public Library. By signing this Release and Waiver, you are indicating that you have read this document, understand its terms, and agree to release and waive claims against the Cranberry Public Library, Cranberry Township, the Butler County Federated Library System, and their officers, employees, and agents.

1. Conditions of Use:

I agree to abide by *The Forge at Cranberry Library* ("*The Forge*") Usage Guidelines and Policies (the "Policies"). I have been given the opportunity to review the Policies. I understand and agree that my privileges to use *The Forge* may be revoked if I violate the Policies.

2. Release and Waiver of Liability:

The Forge provides access to a top-quality makerspace program and equipment. This equipment includes 3-D printers and other machinery that presents some risk of harm. I am fully aware that participation in *The Forge* may result in risk of personal injury or harm. In consideration of being granted the opportunity to participate in *The Forge*, I hereby agree to release and hold harmless: (1) the Cranberry Public Library ("CPL"); (2) the Butler County Federated Library System ("BCFLS"); (3) Cranberry Township (the "Township"); and (4) their employees, volunteers, officers, agents, committees and boards (collectively, the "Released Parties"), from and against any and all liability, loss, damages, claims, or actions (including costs and attorney's fees) for bodily injury and/or property damage, to the maximum extent permissible by law, which may arise or be occasioned in any way from my participation in, and utilization of the equipment of, *The Forge*. I understand and agree that this Release and Waiver is to be given the broadest possible interpretation in favor of a release and waiver of claims against the Released Parties.

I hereby assume all of the risks of participating in any/all activities associated with *The Forge* including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the Released Parties, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I, hereby for myself, on behalf of my heirs, successors, and assigns, in consideration of being permitted to use the tools and equipment of *The Forge*, agree to release, indemnify, hold harmless and defend the Released Parties, from 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 me or by the possession of tools, technology, equipment or

supplies I am using in *The Forge*. Any available insurance of mine shall be primary, and the CPL, the BCFLS, and the Township shall be non-contributory.

3. Consent to Be Photographed:

I understand while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by CPL, the BCFLS, the Township, and its employees, volunteers, committees and boards or its assignees.

4. Acknowledgement:

I certify that I have no medical or physical conditions that would restrict my participation in this activity or program, or that I have discussed with the CPL any reasonable accommodations I may require in order to participate in *The Forge* prior to my participation.

I affirm that the information I have provided is current, true, and correct. I understand that this information may be subject to verification. I certify that I have read this document and I fully understand its content. I am aware that this is a release of liability and a contract and I sign it of my own free will.

Signature

Date

Any participant under eighteen years of age must also obtain the following consent and release before using *The Forge at Cranberry Library*.

I, _____ (print name), am the parent or legal guardian of

_____ (print name). I consent to this Release and Waiver and

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

Parent/Guardian Signature

Date