

**Makerspace Agreement and Liability Form**

**Part 1: Code of Conduct**

1. Participant is required to abide by all applicable policies of the College and any applicable Maryland or federal law or regulation. Participant is also expected to make choices that preserve a safe and secure environment, to practice responsible citizenship, to respect the rights of others and be responsible for her/his own actions. Participant is also required to follow all directions issued by program staff and any other College official, including adhering to all safety policies and training.
2. Smoking, the use of alcohol and other drugs, weapons, gambling, or fireworks/explosives is prohibited. Participant is also prohibited from engaging in dangerous conduct (including the use of dangerous items), disorderly conduct, dishonest behavior, or the harassment of other individuals. Projects that violate local, state, or federal law, which pose a threat or danger to the well-being of others, which violate intellectual property rights, or that is sexually explicit is prohibited.
3. Participant must always wear appropriate attire while at the Makerspace. Participants may not wear roller/wheeled shoes, open toed shoes (flip flops, sandals, etc.) or transparent clothing in the lab. Clothing must not display any graphics or text that is sexually explicit. Long hair, dangling jewelry, and baggy clothing must be pulled back and restrained when using equipment. Furthermore, Participant will wear supplied appropriate Personal Protective Equipment (ex. masks, safety glasses, gloves, etc.) as required for certain activities.
4. Participant may not damage, misuse, or deface any College property. Participant (or Participant's legal guardian if under 18 years of age) agrees to reimburse the College for the full cost, up to and including replacement, of any damaged, misused, or defaced property. Participants are responsible for their own money and personal items. The College is not responsible for lost or stolen items.
5. Makerspace staff, in their sole discretion, determine whether a rule was violated. In the event of a violation, member/user is subject to dismissal from the Makerspace without refund at member/user's expense. If this occurs and member/user is under eighteen (18) years of age, member/user's parent or legal guardian agrees to immediately pick up member/user upon notification.

**Part 2 - Assumption of Risk & Liability Waiver**

1. The Makerspace at CSM's Velocity Center offers access to tools, equipment, and materials for digital innovation and fabrication, as well as related services and educational opportunities, events and/or activities. Equipment and activities include, but are not limited to, hammers, drills, cutting tools, soldering equipment, 3D printers, robots, laser engraver, routers, plastic injection molder, wood and plastics, instructional classes, training opportunities, hands-on experiences, collaboration sessions and other group activities, including opportunities to produce a prototype(s), product(s) or other results ("Activities").
2. The Makerspace at CSM's Velocity Center implements a variety of safety measures and safety guidelines for using equipment and working in the Makerspace, which if followed, result in safe enjoyment of the facilities. However, the member/user acknowledges the inherent risks in participating in activities in the Makerspace, including the use of tools, equipment, devices, and hazardous materials of any kind commonly used in fabrication, electronics

construction, digital design, and other technology related activities. These activities may involve inherent risks and dangers of accidents, emergency treatment, property loss or damage, and serious personal and bodily injury (including death).

3. I agree that as a participant in the Makerspace at CSM's Velocity Center, I am responsible for my own behavior and wellbeing. I accept this condition of participation, and I acknowledge that I have been informed of the general nature of the risks involved in these activities.
4. I am fully aware that use of the Makerspace at CSM's Velocity Center may result in risk of personal injury or harm. In consideration of being granted the opportunity to participate, I hereby agree to release and hold harmless the College, from and against any and all liability, loss, damages, claims, or actions (including costs and attorney fees) for bodily injury and/or property damage, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon and in defense thereof to the extent permissible by law.
5. I have read and understand this liability waiver, indemnification and hold harmless form and I voluntarily sign it. I hereby give permission to the Makerspace at CSM's Velocity Center for emergency transportation and/or treatment in the event of illness or injury and this release extends to any liability arising in connection with such transportation and/or treatment. I hereby accept responsibility for the payment of any emergency transportation and/or treatment. I further certify that I am in good physical condition and have no medical or physical conditions that would restrict my participation in this activity or program.

By registering for this class, the student agrees to abide by the code of conduct and agree to the assumption of risk and liability waiver.

#### **Photography Release**

CSM from time to time sends a photographer into classrooms to take photos and videos used for marketing purposes. Please indicate if you give permission to be included if your class is held in-person. If you grant permission, you agree to the following statement:

I hereby grant to College of Southern Maryland the irrevocable and unrestricted right to use and publish photographs/video of me or my child registered in CSM classes for college publications, electronic reproductions (web sites), broadcast and/or promotional materials or any other purpose and in any manner or medium. In addition, I grant my permission to alter and to copyright the same. I hereby release the photographer/videographer and College of Southern Maryland from all claims and liability relating to said photographs/video.

Student Name: \_\_\_\_\_ Student Age: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Emergency Contact email: \_\_\_\_\_

If your class meets in person, do you agree to the photography release statement? \_\_\_\_\_

Name of person providing consent: \_\_\_\_\_ Date: \_\_\_\_\_

