

## **Austin Peay State University Woodward Library Makerspace Liability Waiver**

I acknowledge and agree that Austin Peay State University and its library (including its agencies and employees) (“APSU”) is not responsible for any personal injury, death or loss of property I or someone else may suffer while using The Woodward Makerspace facilities, tools, equipment, or materials.

### **Safety and Conditions of Use**

I agree that I am personally responsible for my safety and actions while using The Woodward Makerspace. I agree to use The Woodward Makerspace facilities, tools, equipment, and materials in a safe manner and to utilize safety gear appropriate for each task. By using the facility or any tools, equipment, or materials therein, I state that I am capable and experienced in using the items or tools. Should I need to perform potentially dangerous tasks, I will consult with Makerspace personnel. If I am unsure about the proper or safe use of any tool, equipment, or material, I will refrain from using it until I have consulted with Makerspace personnel. Additionally, I will not use any tools or equipment that require prior certification (e.g., laser cutters, CNC machines) unless I have received such certification provided by Makerspace personnel. I will comply with all Makerspace policies, guidelines, signage, and instructions. I understand that I am responsible for paying any applicable fees for the use of Makerspace facilities, tools, equipment, or materials and any damage, loss, or cleanup caused by my use thereof. Given the shared nature of the Makerspace, I recognize that confidentiality regarding my projects cannot be guaranteed. I understand that I am responsible for monitoring and labeling anything I bring into The Woodward Makerspace and that Austin Peay State University is not responsible for any lost, damaged, or stolen property. I am aware that APSU and the Woodward Makerspace, its partners, directors, officers, members, and employees claim no expertise and make no representation concerning the fitness of any item or tool for any particular use or purpose. I further state that I understand that failure to comply with any of the policies or guidelines or failure to pay any fees owed may result in revocation of my ability to use the Woodward Makerspace and/or legal action against me.

### **Assumption of Risk**

I acknowledge that my use of The Woodward Makerspace facilities, tools, equipment, and materials is entirely voluntary. I am fully aware that such use entails various risks, including, but not limited to, the risk of physical injury, paralysis, death, and damage to my belongings. This encompasses risks from accidents caused by the equipment and other users, as well as potential defects in the facility's equipment and tools. I FULLY ACCEPT AND UNDERSTAND THE RISKS OF LOSS, DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, THAT I MAY SUSTAIN, OR ANY LOSS OR DAMAGE TO PROPERTY I OWN AS A RESULT OF MY ACTIVITIES IN THE MAKERSPACE, WHETHER CAUSED BY THE NEGLIGENCE OF AUSTIN PEAY STATE UNIVERSITY OR OTHERWISE.

### **Consent to Medical Treatment**

I acknowledge that using The Woodward Makerspace facilities, tools, equipment, and materials poses a risk of injury or illness. In the event that I am injured or become ill during my activities in The Woodward Makerspace, I hereby authorize Austin Peay State University, its officers, employees,

students, and agents to obtain medical care on my behalf and consent to such care. This includes but is not limited to, medical treatment, hospitalization, ambulance transportation, anesthesia, X-rays, examinations, and tests as deemed necessary by medical personnel. I agree that I am solely responsible for paying all costs associated with such medical care and transportation.

**Release of Liability**

With full awareness of the risks involved, and in consideration of being permitted to use the Woodward Makerspace, I, for myself and on behalf of my family, heirs, executors, administrators, and personal representatives, hereby release, waive, discharge, and covenant not to sue the Austin Peay State University and its Board of Trustees, its officers, employees, students, agents, and assigns from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or to any property belonging to me, while participating in any activity associated with the Makerspace, whether caused by the negligence of Austin Peay State University or otherwise.

**Indemnification**

I agree to indemnify, defend, and hold harmless Austin Peay State University and its affiliates from any costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) that arise from or are related to my use of The Woodward Makerspace facilities, tools, equipment, or materials, whether caused by the negligence of Austin Peay State University or otherwise.

**Acknowledgment** By signing below, I acknowledge that I have read this Waiver of Liability, understand it, and agree to it voluntarily as my free act and deed. I am fully informed about the risks involved in using The Woodward Makerspace and have decided to participate voluntarily. I am at least eighteen (18) years of age and fully competent; all minors under 18 must have this form signed by a parent or legal guardian. This document is intended to be a complete and unconditional release of liability to the greatest extent allowed by Tennessee law.

**Full Name:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**If under 18, Parent/Guardian Name:** \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Emergency Contact**

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Relationship:** \_\_\_\_\_

**Staff Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_