



## THINKspot Waiver of Liability and Equipment User Agreement

Date \_\_\_\_\_

Name \_\_\_\_\_  
*If signing this waiver as a parent/guardian, please list the name of the child (under the age of 18).*

Email \_\_\_\_\_ Home/Cell Phone \_\_\_\_\_

Address \_\_\_\_\_

Thank you for your interest in participating in the City of Mesa (“City”) THINKspot program through the City’s public library system (“THINKspot”). In order to use THINKspot equipment, you are required to read and acknowledge this waiver of liability and equipment user agreement (“Waiver”). This Waiver will remain in effect whenever you participate in THINKspot by using THINKspot equipment. Failure to meet the requirements of the Waiver may result in the ban of a person from participating in THINKspot.

1. **General Waiver.** I understand I have voluntarily agreed to participate in THINKspot. In consideration of my participation, I hereby release and agree to indemnify and hold harmless the City, its officers, employees, volunteers, committees, and boards from any and all liability and negligence for any damage or injury that may occur, regardless of the cause, resulting from my participation in THINKspot including, but not limited to, the use of any Equipment (defined below) available for use as a part of THINKspot. This indemnification and hold harmless agreement will include indemnity against all costs (including without limitation, reasonable attorney’s fees and court costs), expense and liability incurred in or in connection with any claim or proceeding, and extends to include my heirs, executor, administrator, or assigns.
2. **Equipment Usage.**
  - a. **General.** I understand the City has made tools and equipment available for my use as a part of THINKspot (“Equipment”) including, but not limited to: cameras, televisions, microphones, project tools, printers, sewing machines, and computers. The Equipment will at all times remain the property of the City. City staff is available to train participants in THINKspot on the proper use of Equipment. When the Equipment is in my use, operation, or possession, I agree to be responsible: (a) for maintaining the Equipment in good working order; and (b) for any repair and replacement costs for damage or loss that occurs to Equipment.
  - b. **Waiver in Use of Equipment.** I agree I will not use any Equipment until I determine I can operate it safely and properly. I fully acknowledge and accept I use Equipment “at my own physical risk,” i.e. if there is an injury of any kind, whether foreseeable or not, in using any of the available Equipment, I will personally assume this liability and agree to waive all claims against the City, its officers, employees, volunteers, committees and boards. I am aware this is a release of certain rights and I sign this document of my own free will.
  - c. **Material Costs.** There are material costs in using certain Equipment (ex: filament for the 3D printers). I understand I am responsible for paying any material costs, including the cost of materials used in projects that did not turn out as desired. Material costs may be added as a charge to my library card account.
  - d. **Prohibited Use.** Participants in THINKspot are prohibited from using Equipment to manufacture, develop or create any object that could be deemed a deadly weapon (defined as any weapon, instrument, or object capable of being used to inflict great bodily injury or death). As a participant in THINKspot, I will not create any deadly weapons using the Equipment.



- e. Age Restrictions. Equipment may only be used by a person who is at least 12 years of age. If a participant in THINKspot is under the age of eighteen (18), their parent or guardian is required to sign the Waiver.

I, as the parent or legal guardian of \_\_\_\_\_, give him/her my full permission to participate in THINKspot. I fully and voluntarily agree, on his/her behalf, to be bound by all the same terms as stated above.

\_\_\_\_\_  
Printed Name of Parent/Guardian

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
**Printed Name of Participant**

\_\_\_\_\_  
**Signature of Participant**