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Gwen Harrison, Director

Collaboratory at Lincoln Library Use Agreement

Equipment is used at the sole risk of the patron. The Library makes no representation or warranty as to the fitness for use or condition of the items. Patrons are responsible for reading and abiding by all manufacturer's recommendations, warnings, and instructions for use.

All projects created in the Collaboratory must adhere to Lincoln Library policies regarding intellectual property and copyright laws. Patrons are not allowed to use Collaboratory equipment to create anything harmful, offensive, or illegal. Staff have the right to refuse any project.

Patrons are responsible for ensuring that any equipment used is in operable condition for the next patron prior to leaving the Collaboratory. Any materials or tools used should be cleaned up and put away, the area around the equipment should be cleared, and the equipment itself returned to a default state.

Patrons should not mishandle, damage, or modify Collaboratory equipment. If any Collaboratory equipment is damaged or destroyed beyond normal wear and tear, patrons agree to the cost of repair or replacement. Patrons may request information on the replacement cost of equipment prior to use.

The Library reserves the right to limit future Collaboratory use to patrons due to previous misuse or damage of Collaboratory or other Lincoln Library property and/or violation of the Collaboratory Policy.

The Library shall not be made liable for functional failure of a created object, injuries, or property damage caused by objects or materials made with the Library's Collaboratory equipment.

All of Lincoln Library's policies on behavior, personal possessions, and computer use apply while in the Collaboratory. Violation of these policies may result in removal from the Collaboratory and/or library grounds, and the suspension of Collaboratory and/or library privileges.

No food or drink of any kind are allowed in the Collaboratory at any time.

Patrons are solely responsible for their own projects and items while in the Collaboratory. Projects should not be left unattended for an extended period of time, and staff are not liable for any damages that may occur to unattended projects or items.

Only software owned and installed by Lincoln Library is allowed to be used on the Collaboratory computers and tablets. Downloading or installing other programs from the internet is not permissible.

Lincoln Library card is not required to use the Collaboratory; however all patrons, regardless of card status, must have a completed and signed Collaboratory Use Agreement and Release of Liability form on file before they can operate any Collaboratory equipment.

If a patron is age 18 or under, a parent or legal guardian must complete the Collaboratory Use Agreement and Liability Waiver form on their behalf. Children under the age of 13 must be accompanied by a parent or legal guardian in the Collaboratory at all times, unless attending a class specifically intended for their age group.

3D Printing and Scanning Policy

The Library's 3D printers and scanner may only be used for lawful purposes. Patrons are prohibited from using the 3D printers and scanner to create anything that is harmful (i.e. no weapons, weapon paraphernalia, or any items that may be used to cause harm to others), illegal, or offensive, or that violates intellectual property and copyright laws.

Library staff reserve the right to refuse any 3D print or scan request.

Supervision of the use of the 3D printer and scanner by library staff does not constitute knowledge or acknowledgement of any unapparent final use of the finished 3D product, and the Library specifically disclaims any knowledge thereof.

Patrons agree to assume all responsibility for all matters related to their use of the 3D printer and scanner, and shall hold the Library harmless in such matters, including all matters relating to patented, trademarked, or copyrighted materials.

As the 3D printer and scanner are in a public area, others may be involuntarily exposed to what is being scanned or printed, and patrons should not have an expectation of privacy.

Library staff can assist patrons in basic 3D design using drafting software provided on the Makerspace computer, and in orienting and selecting the appropriate printer settings to optimize printing. However, staff are not responsible for the functionality or quality of content produced on the 3D printer.

The Library shall not be made liable for functional failure of a printed object, injuries, or property damage caused by objects or materials made through the Library's 3D printer.

Approved by Lincoln Library Board April 2023

Liability Waiver

In consideration of my or my designee's use of the facilities, tools, equipment, or materials provided by Lincoln Library, I hereby voluntarily release, discharge, waive, and hold harmless Lincoln Library and its employees, the Board of Trustees, and the city of Springfield and its employees from any loss, damage, or injury to persons or property arising from use of the Collaboratory. In no event shall the Library be liable to me for indirect or consequential damages.

I agree to indemnify and hold the Library and its employees harmless from and against any liabilities, claims, actions, proceedings, damages, losses, costs, and expenses, including attorney's fees, for all injuries or death of any person, or damage to any property occurring or connected with, directly or indirectly, my use of Collaboratory facilities, tools, equipment, or materials.

I am using the equipment as-is. I acknowledge that I have examined the equipment and that its condition is acceptable. I agree use the equipment in a careful and appropriate manner.

I understand and acknowledge that the use of the equipment may involve a risk of serious injury. I agree to refrain from using the equipment in a manner inconsistent with its intended purpose.

*Printed Name: _____

*Lincoln Library Card or Driver's License Number: _____

Email address: _____

*Telephone Number: _____

*Address (if non-Lincoln Library Card holder): _____

*Emergency contact (if 18 or under): _____

- I have read the above Liability Waiver and my signature below denotes my understanding and agreement with the Collaboratory at Lincoln Library Use Agreement and Liability Waiver.

Date: _____

Signature (or guardian if 18 or under): _____

Signature (user 18 and under): _____