

# Dakota County Library iLAB

## PARTICIPATION AGREEMENT AND WAIVER:

In consideration for being permitted to use the iLAB<sup>1</sup> and iLAB equipment<sup>2</sup>, I, for myself and on behalf of my heirs, family members, successors, assigns, and personal representatives, hereby waive, release, and forever discharge to the fullest extent permitted by law, Dakota County and its Commissioners, employees, agents, officers, contractors, volunteers, and representatives (collectively, the “Released Parties”) from any and all liability whatsoever for any and all damages, losses, or injuries (including death) that I sustain or may sustain to my person and/or property as a result of or in connection with the use of iLAB equipment and any activities in which I engage while using the iLAB. This waiver and release encompasses and includes, without limitation, any and all suits, actions, claims, demands, and causes of action of any kind or nature whatsoever, both direct and indirect, that I have or may have against the Released Parties arising out of or relating to my use of iLAB equipment and any activities in which I engage while using the iLAB.

I assume full responsibility for my safety and well-being while using the iLAB or iLAB equipment. I assume full responsibility for using the equipment in a safe manner. I understand that use of iLAB equipment has certain inherent safety risks and that use of the iLAB and iLAB equipment is voluntary.

I agree to abide by all federal, state, and local copyright and trademark law. I assume full responsibility to ensure full compliance with applicable laws and agree to hold harmless the Released Parties against any claim resulting from a violation of applicable law.

I agree to abide by all Library policies and agree to refrain from all prohibited activities. I understand that my use of the iLAB or iLAB equipment may be subject to approval by Library or iLAB staff and that I may be directed to stop or delete my work if a violation of rules, policies, or law occurs.

I agree to refrain from any inappropriate use of iLAB equipment. I further recognize that it is my responsibility to check with library staff, a supervisor, or an instructor to answer any questions I may have regarding the use of equipment in the iLAB.

I have read and understand this **Participation Agreement and Waiver**. By signing below, I expressly agree to all of the provisions contained in this Participation Agreement and Waiver. If I am registering a group to use the iLAB or iLAB equipment, I agree to be responsible for all members of the group and to inform the members of the group of this Participation Agreement and Waiver. If my minor child is registering to use the iLAB or iLAB equipment, I certify that I am the parent or legal guardian of the minor child and I agree that the minor child and I have read and understand the Participation Agreement and Waiver. I agree to allow the minor child to voluntarily participate in this activity and expressly agree to all of the provisions contained in the Participation Agreement and Waiver.

**Participant signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**(Or legal guardian if participant is under 18 years of age)**

<sup>1</sup> “iLAB” refers to the makerspace at the Dakota County Library branch locations or any space where iLAB equipment is used or stored.

<sup>2</sup> “iLAB equipment” includes, but is not limited to, equipment and software owned by Dakota County Library and used for the following: video production; audio production; creative design; photo, slide and negative conversion; VHS to digital conversion; 3D printing; 3D digital scanning; sewing; fabric cutting; and paper cutting.