

CREATIVITY LAB MAKER POLICIES

The Peabody Institute Library’s Creativity Lab provides all community members with the place, tools and learning opportunities to become inspired creators and explorers of science, art, technology and fabrication. The Peabody Institute Library will make every attempt to ensure the safe operation of the equipment and the space, and assumes no liability for injury or theft. Users agree to follow policies and procedures as established for the purpose of safety and fair use of the equipment and the space.

“Maker” refers to the person using Peabody Institute Library Creativity Lab equipment. In the case of a minor under age 18, the parent or guardian assumes responsibility for the terms of this agreement.

1. Maker agrees to refrain from engaging in any behavior that may create an unsafe environment for him/herself, other users, and/or library staff.
2. Prior to using the Creativity Lab for the first time, makers must (a) complete maker registration and liability forms, and (b) verify his/her identity with a valid photo ID. A minor’s identity must be verified by a parent or guardian with a valid photo ID. Valid photo IDs are valid state-issued driver’s licenses, state-issued identification cards, or a valid passport.
3. Makers must “check in” with the staff member on duty and sign the guest book each time they use the Peabody Institute Library Creativity Lab. Library staff, at their discretion, reserve the right to require a photo I.D. or proof of identification.
4. Open Lab hours are provided for independent work under staff supervision. These hours will be determined by the Programming Librarian and may change from time to time. Open Lab participants must be age 13 or older. Makers between the ages of 9 and 12 may attend Open Labs with a parent/ guardian. During Open Lab time, certain pieces of equipment may be restricted by age and may require safety and/or instructional training.
5. Makers must participate in mandatory training in order to use selected equipment and may not use these tools until training has been completed. Makers must attend trainings in person. When using a tool that does not require training, the maker is certifying that he/she is capable of using that item in a safe and proper manner. Peabody Institute Library Creativity Lab staff will be available to assist in explaining operation of tools and equipment as time allows and will provide manuals and/or documentation, if available, upon request.
6. The Peabody Institute Library provides the maker with access to safety supplies in the Lab, including safety goggles, masks, gloves, first aid kits, and fire extinguishers. Safety equipment must be used as posted.
7. The maker agrees that the Peabody Institute Library is not responsible for the quality of, or manufacturing defects in, tools or equipment.
8. The maker agrees that if any tool or piece of equipment becomes unsafe, or is in a state of disrepair, he/she will immediately discontinue use of the tool and notify the Peabody

Institute Library Creativity Lab staff.

9. The maker must report to staff on duty any accident or incident that occurs on the Peabody Institute Library Creativity Lab premises.
10. Most tools and equipment are available to makers on a first- come, first-served basis, for use in the Creativity Lab space only. Selected equipment/tools may be reserved in advance. Time limits may apply during periods of heavy use.
11. Items used in the Lab must be returned by the maker to their original location. Storage units and spaces are labeled in order to facilitate the proper return of tools. Users are to return tools to staff if unsure of proper storage space.
12. Items used in the Lab are to be returned in the same condition as they were issued, barring normal wear and tear. All items must be returned clean. The maker agrees to pay for the loss of or damage to any items and further agrees to accept the Library staff's assessment of fair restitution for damage, dirtiness, delinquency and/or loss of items in part or total. This restitution amount could equal as much as the replacement cost of the item.
13. The maker agrees to take precautions to avoid causing unnecessary mess or damage in the Peabody Institute Library Creativity Lab. The maker agrees to clean up his/her workspace in the Peabody Institute Library Creativity Lab following use, returning the workspace to its original state. The maker agrees to inform the Staff member in the case that he/she is unable to return a work surface, tool or equipment to its original state.
14. With the exception of beverages in closed containers, food and drink are not allowed in the Creativity Lab. However, library staff reserve the right to exercise discretion at events or programs to allow for food and drink when deemed appropriate.
15. The maker acknowledges that the library is able to provide free consumable materials on a limited basis. The maker agrees to avoid wasting consumable supplies and materials. Selected materials may be available for purchase. Library staff reserves the right to limit or prohibit the use of consumables and/or tools not provided by the Peabody Institute Library Creativity Lab.
16. If the staff in charge is of the opinion that a maker is not qualified to use equipment, staff may limit further use of equipment until adequate training is provided.
17. Library staff is not responsible for lost or stolen material, whether physical, intellectual, or digital. Makers agree to comply with all applicable local, state and federal regulations, including copyright law.
18. In all cases, library staff reserves the right to exercise discretion to ensure safety and fair use of the Creativity Lab.
19. Library staff reserve the right to change policies at any time. Policies currently in effect are posted on the Creativity Lab website and are available upon request.

As approved by the Board of Library Trustees the 5th day of December, 2016

PEABODY INSTITUTE LIBRARY
CREATIVITY LAB

LIABILITY WAIVER

I agree that I am voluntarily participating in Creativity Lab with knowledge of the risks of doing so, such as the risks of injury, property damage, or death resulting from the use or misuse of potentially dangerous tools or materials.

I, _____ (print name), affirm that the information I have provided on the Maker Registration Form is current, true, and correct. I understand that this information may be subject to verification or update as needed.

I, _____ (print name), do hereby for myself, on behalf of my heirs, successors, and assigns, in consideration of being permitted to use tools and equipment, waive any and all claims against the City of Peabody/Peabody Institute Library for any personal injury, illness, death, or liability resulting from or arising out of the carelessness, recklessness, negligence and/or fault of the Peabody Institute Library.

I, _____ (print name), hereby for myself, on behalf of my heirs, successors, and assigns, in consideration of being permitted to use tools and equipment, agree to release and indemnify and hold harmless and defend the City of Peabody/Peabody Institute Library, their offices, agents, volunteers, Board of Trustees and employees from any and all liability, loss, claims, and demands, actions, or cause of action for the death or injury to any persons and for any property damage suffered or incurred by any person which arises or may arise or be occasioned in any way from the maker or possession of tools, technology, equipment or supplies I am using in the Peabody Institute Library Creativity Lab. Any available insurance of the maker's shall be primary and the City of Peabody/Peabody Institute Library's be non-contributory.

The parties intend each provision to be severable and separate and apart from one another.

The parties agree that any and all disputes resulting in litigation will be commenced, litigated, and adjudicated only in the County of Essex, State of Massachusetts.

If a court of law construes that any part of this release is invalid, such construction shall not invalidate the remainder of this release.

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PHOTOGRAPHY/PUBLIC RELATIONS RELEASE

I acknowledge that Creativity Lab events may be recorded in audio, visual, and/or audiovisual media and I consent to the making and use of such recordings by the Peabody Institute Library and/or its licensees for any purpose. I release the City of Peabody /Peabody Institute Library and its licensees from and waive any claims related to or arising by reason of the making and/or use of any such recordings. I grant to the Peabody Institute Library the right to use my likeness in connection with the use of the recordings.

ACKNOWLEDGEMENT

I have read and understand the Peabody Institute Library Creativity Lab policies and guidelines for tool usage and agree to abide by these, have no questions about their intent and voluntarily accept the terms of the waiver by signing my name below.

Signature _____ Date _____

Printed Name _____

Any maker under eighteen years of age must also obtain the following consent and release before using the Peabody Institute Library Creativity Lab.

I, _____ (print name), am the parent or guardian of _____ (print name).

I consent to this on behalf of minor child, and state that I have read the above waiver, have no questions about its meaning and voluntarily accept the terms of this release by signing my name below.

Parent/Guardian

Signature _____ Date _____

As approved by the Board of Library Trustees the 5th day of October, 2015.



Maker Registration Form

Name: _____ Date of Birth: _____

Phone #: _____ E-mail: _____

Please check here if you would like to be added to the Creativity Lab's e-mail newsletter list to receive updates on Creativity Lab programs, hours, tools and services.

Street Address: _____

Emergency Contacts Information

If under 18 please list a parent/guardian as your first contact.

#1

Name: _____

Relationship: _____

Telephone #: _____

#2

Name: _____

Relationship: _____

Telephone #: _____

What are you most interested in learning or making in the Creativity Lab?

Share your skills and passions

Are you interested in helping with classes or programs in the Creativity Lab?

Yes

Maybe

Not right now

If so, what would you like to teach? _____

Staff use only:

Maker name: _____

Liability Waiver signed

Identification type: _____

Staff initials: _____

Trainings completed

3D printer. Date: _____

Laser cutter. Date: _____

CNC milling. Date: _____

Embroidery machine. Date: _____

Notes: _____

As approved by the Board of Library Trustees the 8th day of September, 2014.