

**Cambridge Public Library
The Hive Use Agreement**

I have read **The Hive Policy** and **The Hive Guidelines**, and agree to follow all rules, policies, procedures and restrictions relating to use of The Hive. I understand that these policies, guidelines, procedures and restrictions may change at any time without notice and that I will make myself aware of all changes or modifications of said rules, policies, procedures and restrictions.

Full Name (please print): _____

Library Card Number: _____

Signature: _____ Date: _____

If participant is under 18 years old:

I am the parent or legal guardian of the minor child named above. I have the legal right to consent to The Hive Use Agreement on the child's behalf. By signing below, I hereby do consent to The Hive Use Agreement.

Parent/Legal Guardian Name (please print): _____

Signature of Parent/Legal Guardian: _____ Date: _____

Staff Use Only

Date: _____

MakerSpace ID Assigned: _____

Staff Initials: _____

**Cambridge Public Library – The Hive
Release of Claims, Indemnity, and Hold Harmless Agreement**

The Cambridge Public Library is pleased to offer the opportunity to use the tools and equipment of The Hive to undertake projects of interest. Participation in The Hive’s activities can be very rewarding. However, you should be aware that participation in The Hive will involve the use of tools and equipment by participants and staff and may expose you (or your child/dependent minor) to harm or injury. The below “Release of Claims, Indemnity, and Hold Harmless Agreement” (“Agreement”) absolves the City of Cambridge, the Cambridge Public Library, their officials, past and present employees, trustees, agents, servants and volunteers from liability or responsibility for any harm or injuries you (or your child/dependent minor) may suffer during or as a result of participation at The Hive. It also provides that the Library will not be liable or responsible for harm to others resulting from your (or your child/dependent minor’s) participation in this program. Please consult with an attorney if you have any questions regarding this document. **In order to participate in The Hive, this Agreement must be signed by the participant; and if the participant is under eighteen years old, both the participant and their parent/legal guardian must sign the Agreement.**

1. In consideration of the opportunity to participate in The Hive at Cambridge Public Library, and for other good and valuable consideration hereby acknowledged, I do hereby agree to forever RELEASE the City of Cambridge, the Cambridge Public Library, their officials, past and present employees, trustees, agents, servants and volunteers (the “Releasees”) from any and all claims, actions, rights of action and causes of action, damages, costs, loss of services, expenses, compensation and attorney’s fees that may have arisen in the past, or may arise in the future, directly or indirectly, from known and unknown personal injuries, or property damage, or other damages or losses, which I or my heirs, executors, administrators, representatives, insurers, successors, or assigns may have as the result of my participation in The Hive at Cambridge Public Library, and all activities related thereto.

2. I hereby covenant myself, my heirs, executors, administrators, representatives, insurers, successors, and assigns, not to sue the said Releasees on account of any such claim, demand, or liability, nor assist in the prosecution of any such legal action filed by another, arising out of my participation at The Hive.

3. I further acknowledge that participation in this program is voluntary and may expose myself and others to the risk of personal injuries, property damage, or other damages or losses resulting from the use of tools and equipment by myself and others. I therefore also promise to INDEMNIFY, REIMBURSE, DEFEND, and HOLD HARMLESS the Releasees from and against any and all legal claims, actions, rights of action, causes of action, costs, loss of services, expenses, compensation, and attorney’s fees, and proceedings of any description, that may have been asserted in the past or may be asserted in the future, arising from my participation in the program.

4. I am fully aware that by signing this document I am releasing the above-mentioned Releasees from liability that may arise as a result of intentional or negligent acts of the Releasees and others. Additionally, it is my intent to release the above-mentioned Releasees from liability for property damage and any accident and resulting injuries and/or death, or any other damages or losses that may occur while participating in The Hive at Cambridge Public Library.

[See Signature Form on Page 2]

By my signature below, I acknowledge that I have carefully read this Agreement in its entirety, understand it, and I voluntarily agree to all statements and provisions of this Agreement.

Participant name (please print): _____

Signature: _____ Date: _____

Is participant under the age of 18? ___ Yes ___ No If yes, what is participant's age?: _____

If participant is a minor:

By signing this Agreement, I acknowledge that I have read and understand all of its terms and that I am voluntarily waiving substantial legal rights for myself and my child/dependent minor. I further attest that I am a parent or legal guardian of the minor child named above, and I have the legal right on the child's behalf to waive rights and consent to this Agreement. By signing below, I hereby do consent to the terms and conditions of this Agreement.

Parent/Legal Guardian Name (please print): _____

Signature of Parent/Legal Guardian: _____ Date: _____



CAMBRIDGE PUBLIC LIBRARY

Virtual Reality Equipment Release of Liability

Due to the unpredictable nature of the human response to virtual reality (eg., dizziness, nausea, seizures, fear of heights, bumping into objects, etc.), the City of Cambridge's Public Library (the "Cambridge Public Library") requires all Library patrons who use virtual reality equipment to sign this waiver releasing the City of Cambridge from any and all liability regarding use of the HTC Vive Virtual Reality ("VR") System and/or other virtual reality technology (collectively, "virtual reality equipment") at the Cambridge Public Library.

I (or my child/dependent minor) wish to participate in this program. In order for me (or my child/dependent minor) to participate in this program, I hereby agree to and acknowledge that I understand the following:

1. I understand that use of VR headsets is NOT recommended for children under the age of 13;
2. I (or my child/dependent minor) am participating in this program voluntarily;
3. I assume all of the physical, psychological, financial, and any other risks whatsoever, associated with participation in this program;
4. I (or my child/dependent minor) will stop or has been instructed by me to stop using HTC Vive and/or other virtual reality equipment in the event of any discomfort whatsoever;
5. By signing this Release, I acknowledge that I have read and understand all of the terms of this Release and that I am voluntarily waiving substantial legal rights for myself and my child/dependent minor, including, but not not limited to, the right to make a claim against or sue the City of Cambridge and/or its successors, officers, past and present employees, agents, and servants in connection with any and all financial or personal injury/ies stemming from use of VR headsets or other virtual reality equipment provided by the City of Cambridge;
6. **[If the headset is being used by child/dependent minor]** I am the parent or legal guardian of the minor child named below. I have the legal right on the child's behalf to waive rights and to consent to this Release and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability.

I understand that I must sign this Release of Liability in order for me or my child/dependent minor to participate in this program.

Participant name (please print): _____

Participant parent/legal guardian name, address, telephone and email:

Is participant under the age of 18?: Yes No If yes, what is participant's age?: _____

Participant (or parent/legal guardian) signature: _____ Date: _____