

ideaMILL WAIVER (adult)

By signing this document, you will waive certain legal rights and agree to indemnify The City of Winnipeg against lawsuits brought by others. Please read carefully!

NAME: _____
LIBRARY CARD #: _____
EMAIL: _____
DATE: _____

1. I am over thirteen (13) years of age, have read and understood the following Winnipeg Public Library documents, and agree to abide by them:
 - (i) ideaMILL Guidelines;
 - (ii) Computer and Internet Use Policy;
 - (iii) Acceptable Use of 3D Printers and Scanners; and
 - (iv) Code of Conduct.

2. I understand and agree that by signing this waiver I am agreeing to take legal and financial responsibility for, and to assume all risks related to:
 - (a) the safety and wellbeing of myself and any person(s) I direct, allow, or help to access the ideaMILL (collectively, “**we**”, “**our**”, “**us**”);
 - (b) our actions or inactions (“**behaviour**”) while accessing the ideaMILL, and any direct or indirect effects of that behaviour (including, without limitation, effects on the safety or wellbeing of others); and
 - (c) maintaining the condition of the ideaMILL. I also understand and agree that if we break, lose, stain, soil, or otherwise damage any part of the ideaMILL, I will be responsible for the cost of the repair, replacement, refurbishment, or cleaning of same.

3. I understand and agree that by signing this waiver I am agreeing to the following terms and conditions:
 - (a) The ideaMILL is a public space, available for use by members of the public on a daily basis without library supervision, and the library is not in any way responsible for our safety, wellbeing, or behavior, or any effects thereof.
 - (b) Our poor behaviour or lack of care while accessing the ideaMILL may result in fines or suspension of library privileges, in addition to other consequences.
 - (c) We will only use the ideaMILL to copy or produce content that we are legally allowed to copy or reproduce, and only for lawful purposes.

- (d) The library is not in any way responsible for protecting our IP or the IP of others (in whole or in part), and I assume all risk related to same.
- (e) The ideaMILL cannot be used to copy or produce content that, in whole or in part:
 - (i) is prohibited by law, including the law of copyright and privacy law;
 - (ii) is potentially unsafe, harmful, or dangerous;
 - (iii) may be considered obscene, hurtful, or otherwise inappropriate;
 - (iv) may violate the IP rights of others; or
 - (v) may otherwise be unlawful or used for unlawful purposes.

4. I understand and agree that by signing this waiver I am agreeing:

- (a) to defend, indemnify, and hold harmless the library against any liability, loss, claim, damage, expenses, actions, proceedings, costs, and demands of whatever kind or nature arising directly or indirectly out of, or in connection with, our access to the ideaMILL (“**losses**”);
- (b) to promptly notify the library, in writing, of any matter to which the above indemnity may apply; and
- (c) to waive any and all claims that we may have, have had, or may in the future have against the library, and to hereby release and forever discharge the library of any losses we may suffer, have suffered, or may in the future suffer.

5. The following definitions apply to this waiver:

- (a) “**ideaMILL**” means the equipment, furniture, materials, computers, software, and other resources in the ideaMILL space and environs, including the space itself;
- (b) “**IP**” means the patents, industrial designs, copyrights, trademarks, geographical indications, trade secrets, moral rights, and other legal interests recognized or protected as intellectual property under the law of Canada; and
- (c) “**library**” means the Millennium Library, and by extension The City of Winnipeg, its council, councilors, directors, officers, shareholders, employees, contractors, subcontractors, partners, volunteers, affiliates, agents, delegates, insurers, reinsurers, and other representatives.

This waiver will remain in effect until terminated by the library.

SIGNATURE: _____

DATE: _____

The personal information on this form is collected under the authority of the Freedom of Information and Protection of Privacy Act (CCSM c F175) and will be used for administering the ideaMILL and no other purpose. If you have any questions about the collection or use of this information, please contact the Access and Privacy Coordinator by email at FIPPA@winnipeg.ca.