



Hocking College
3301 Hocking Parkway
Nelsonville, Ohio 45764

Hocking Makers Network (HMN) Membership Agreement and Makerspace Usage Agreement

All individuals who wish to become a HMN Member, attend a class at a makerspace or on the Hocking College campus, or visit HMN with a Member are required to complete PART B, PART C, and PART D of this Member Agreement ("Agreement"). Please: 1) Read this Agreement in its entirety; 2) Check the acknowledgement box beneath each section; 3) Check the final checkbox at the end of this form to indicate your acceptance with all requirements of this Agreement.

PART A: Definitions applicable to PART B, PART C and PART D of this Agreement

1. "HMN" is Hocking Makers Network. HMN consists of multiple facilities, services and activities, all under the control and operation of HOCKING COLLEGE.
2. "HOCKING COLLEGE Representatives" include any owner, manager, officer, employee, agent, contractor, volunteer, and/or paid or unpaid instructor of HOCKING COLLEGE.
3. "HMN Makerspace" are the portion of properties known as 3301 Hocking Parkway, Nelsonville Ohio 45764, 30140 Iles Road, Logan Ohio 43138, 17690 Sylvania Avenue, Nelsonville Ohio 45764.
4. "HMN Website" is www.hmn.hocking.edu
5. "Member" is any person that subscribes for access to the HMN Facility, equipment, services and/or classes.
6. "Guest" is any person accessing the HMN Facility, services and/or classes and who is not a member.

PART B: Personal Information

HOCKING COLLEGE will not sell or share your information provided in this agreement with any third-party except as may be required for the purpose of the agreement itself (for example, if there is a dispute that requires third-party involvement or as required by HOCKING COLLEGE insurance policies) or for the purpose of organizational and partner grant funding (for example, aggregate metrics reporting and/or information sharing by LIGHTS Regional Innovation Network.)

First name*

Last name*

Street address

City

State/Region



HOCKING
MAKERS
NETWORK

Hocking College
3301 Hocking Parkway
Nelsonville, Ohio 45764

Postal Code*

Email*

Phone number

Mobile phone number

Emergency Contact*

Emergency Contact Phone Number*

Date of birth

PART C: Release, Indemnity and Assumption of Risk

I understand that the HMN Facilities and the machines, equipment, tools, and materials found at or within the HMN Facilities are potentially hazardous and may cause property damage and/or bodily injuries including fatal injuries. I also understand that the HMN Facilities and the machines, equipment, tools, and materials found at or within facilities present risks and dangers, including, but not limited to, risks and dangers posed by:

1. Use, misuse, malfunction or defects in machines, equipment and/or materials.
2. Limited or lack of training, instruction and/or supervision.
3. Failure to follow safety instruction and guidance.
4. Lack of warning as to dangerous conditions (natural or man-made).
5. The presence of, or exposure to, flammable and/or hazardous substances.
6. Arc flashes or burns from welding or other equipment or substances.
7. Hot, sharp, flying, spinning, rotating, falling, and/or otherwise-moving objects and equipment components.
8. Dust and other airborne particles.
9. Tripping hazards.
10. Human error, negligence, and/or careless conduct by myself or others.
11. Lack of emergency medical care.

Understanding the risks and dangers, and in consideration of being permitted to become a Member or a Guest of HMN, I hereby Agree to the following:

1. **RELEASE.** I release and discharge HOCKING COLLEGE and its owners, managers, employees, agents, contractors, and instructors (collectively "HOCKING COLLEGE Representatives") from any and all liabilities, claims, damages, and causes of action whatsoever arising out of any damage, loss or



HOCKING
MAKERS
NETWORK

Hocking College
3301 Hocking Parkway
Nelsonville, Ohio 45764

injury results from the negligence of HOCKING COLLEGE and HOCKING COLLEGE Representatives or from any other cause whatsoever.

2. **ASSUMPTION OF RISK.** I accept and assume any and all risks and dangers of bodily injury, permanent disability, death and/or property damage, even if caused in whole, or in part, by the negligence of HOCKING COLLEGE Representatives, that may occur while I am at the HMN Facilities or engaged in any activity at the HMN Facilities. I agree not to allow my guests to touch or handle any equipment and that members of my family may access the HMN Facilities and its equipment only if they are authorized to do so by HOCKING COLLEGE according to the requirements of this Agreement. I understand and agree that I may be held responsible for any unapproved actions which result in injury or property damage. I understand that, if I am disruptive to others or to the HMN Facilities or to any item therein, or if I am behaving in an unsafe manner, I may be asked to leave the HMN Facilities and/or have my membership or any other HMN service cancelled with no refund of any paid fees.
3. **SAFETY INSTRUCTION.** I agree to follow all instructions and safety precautions including wearing appropriate safety devices at all times, and to refrain from touching or manipulating any piece of equipment at the HMN Facilities which I have not been instructed to handle.
4. **LOST OR STOLEN PRIVATE PROPERTY.** I understand that HOCKING COLLEGE is not responsible for my private property or any property in my custody that may be lost or stolen at HMN Facilities.
5. **PHYSICAL AND MENTAL CONDITION.** I certify that I am in good physical and mental condition and free of any medications, drugs, or alcohol that will affect my ability to handle tools or technology safely and as directed or to participate safely in a visit to or tour of HMN Facilities. I further agree not to handle any HMN equipment under the influence of drugs, alcohol, or other inebriates, legal or otherwise.
6. **Personal Protective Equipment and Proper ATTIRE.** I understand that appropriate safety gear and attire will be explained and discussed in HMN Safety classes, are explained in the HMN Member Handbook, and have been explained to me as appropriate prior to any tour or visit to the HMN Facilities in which I participate. I further understand that wearing such safety gear and attire, whether provided to me by HOCKING COLLEGE at HMN Facilities or not, is my responsibility and that I am solely responsible for any harm that comes to me or any other person because of my decision not to wear appropriate safety gear or attire.
7. **INDEMNIFICATION.** I agree to indemnify and hold harmless HOCKING COLLEGE and the HOCKING COLLEGE Representatives for any and all liabilities, claims, damages, losses and expenses, including attorneys' fees, which HOCKING COLLEGE or the HOCKING COLLEGE Representatives incur as a result of any claim of bodily injury, death or property damage arising from my presence at, or participation in activities at, HMN Facilities.
8. **CONSENT TO MEDICAL TREATMENT.** I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me, as HOCKING COLLEGE may deem appropriate. The release set forth in Paragraph 1 of PART C of this Agreement extends to any liability arising out of, or in any way connected with, the medical treatment and transportation provided in the event of an emergency.
9. **JURISDICTION AND INTERPRETATION.** I agree that exclusive jurisdiction and venue for any lawsuit arising out of this Agreement shall be the state courts located in Athens County, Ohio. To the extent that any part of this Agreement is found to be invalid, void or illegal under applicable law, then any such part shall be inapplicable and the remainder of this Agreement shall continue in full force and effect.
10. **MINOR CHILDREN.** I agree that my minor children (please list in the "Minor Children" section below) may be Guests or Members of HMN. By checking the box at the end of this PART C of this Agreement, I reaffirm this Agreement on behalf of my minor children, including but not limited to the provisions



HOCKING
MAKERS
NETWORK

Hocking College
3301 Hocking Parkway
Nelsonville, Ohio 45764

relating to releases, assumption of risks and indemnification, and I agree that the terms and provisions of this Agreement shall be binding upon my minor children listed in the "Minor Children" section below. I further agree that any and all participation of my minor children in any activity at the HMN Facility will be consistent with the terms and conditions set forth in the HMN Member Handbook.

11. **BINDING NATURE.** This PART C of this Agreement shall be binding upon my personal representatives and heirs and shall be binding upon my minor children listed in the "Minor Children" section below of this PART C of this Agreement and their personal representatives and heirs.
12. **SURVIVAL.** The terms and provisions set forth in this PART C of this Agreement shall survive and continue beyond the termination of my being a member of HMN (as set forth in PART D of this Agreement) or beyond my presence or activities as a guest at HMN.
13. **PHOTO, VIDEO, AND AUDIO RELEASE.** I understand that people representing various media outlets or HOCKING COLLEGE may take photographs, video, or audio recordings of classes, events, tours, or activities at a HMN Facility while I am there. I hereby authorize these media outlets and HOCKING COLLEGE to use, reproduce and/or publish photographs and/or video and/or audio that pertains to me, including my image, likeness, and/or voice, without compensation, and I authorize the use of this material in various publications in print or online, for HMN recruitment material or for other related endeavors.

Please check this box only if you have read and agree to the whole of PART C.

- I have read and agree to the whole of *PART C: Release, Indemnity and Assumption of Risk**

Minor Children Please list any Minor Children included in this Agreement

PART D: HMN Membership and Rules

1. **MEMBERSHIP AGREEMENT:** Terms of membership are contained in this PART D of this Agreement. Any verbal or other representation of membership terms made outside of this PART D of this Agreement are null and void and of no force and effect.
2. **CODE OF CONDUCT:** Failure to comply with any part of the HMN Code of Conduct provided in PART D of this agreement may result in suspension or termination of membership without a refund. This Code of Conduct is essential in order to affirm and support core HMN values including safety, diversity, and respectful behavior among all staff, volunteers, instructors, members, and guests. HOCKING COLLEGE will try to provide warnings and clarifications about code violations when reasonable, but HOCKING COLLEGE reserves the right to handle violations of the HMN Code of Conduct at its sole discretion.
3. **FEES AND CHANGE OF TERMS:** The current HMN Membership fees are specified on the HMN Website. The Membership fees may be changed with a thirty (30) days' notice to the Members. Membership fees are due on the day set forth in the "Membership Transaction Agreement".
4. **FRONT DESK SIGN-IN AND SIGN-OUT:** All members must sign in at the front desk computer kiosk when arriving at a HMN Facility and sign-out when leaving the HMN Facility. Information required at



**HOCKING
MAKERS
NETWORK**

Hocking College
3301 Hocking Parkway
Nelsonville, Ohio 45764

sign-in will include but may not be limited to Member Name, Member Number, equipment to be used and expected sign-out time.

5. **EQUIPMENT AVAILABILITY:** HOCKING COLLEGE will endeavor to make all equipment at the HMN Facility available on a regular basis. Equipment may be added, removed, or modified at any time. Unavailability of equipment is not grounds for termination of this PART D of this Agreement. Access to equipment may be limited to allow shared use by other Members.
6. **EQUIPMENT USE: RESERVATIONS, TIME LIMITATIONS, AND OVER-LIMIT FEES:** To ensure fair and transparent access to equipment, Members must reserve equipment and abide by time limitations on equipment use as specified at each of the individual makerspaces. No additional fees will be charged at this time for equipment usage. HMN reserves the right to revise this policy.
7. **EQUIPMENT OPERATION:** Failure to operate equipment in the prescribed manner is grounds for suspension of Member's privileges to use specific equipment or all equipment (as determined in HOCKING COLLEGE's sole discretion). Suspension of privileges to use equipment is not grounds for termination of this PART D of this Agreement. A Member may only operate equipment which the Member has been authorized by HOCKING COLLEGE to operate. Specifically identified equipment will require the successful completion of a safety class prior to operation. A fee (as set forth on the HMN website) will be charged for the initial completion of each safety class; however, the potential for repeat attendance at any safety class will depend on class-size parameters determined by HOCKING COLLEGE and class instructors. HOCKING COLLEGE reserves the right to change the schedule and content of safety classes and, with thirty (30) days' notice, the fee structure of safety classes.
8. **GUESTS:** A member may bring not more than two (2) Guests into the HMN Facility at any one time. Guests of Members will be required to complete and execute PARTS B, C and D of this agreement. Guests of Members are subject to all the same rules as are Members; however, Guests may not operate equipment (including computers) at any time and may not attend any class unless the Guest pays the required fees for that class.
9. **DIRECTION OF HOCKING COLLEGE REPRESENTATIVES AND ADHERENCE TO PROCEDURES:** Members and Guests must comply with directions of HOCKING COLLEGE Representatives and must also adhere to all HMN general and equipment-specific Standard Operating Procedures ("SOPs") as found at individual makerspaces.
10. **DAMAGE, CLEANING, AND PERFORMANCE:** Each Member shall maintain the HMN Facilities and equipment in accordance with all HMN rules and SOPs. Any damage to the HMN Facility or equipment or any other items located therein must be reported to a HOCKING COLLEGE Representative immediately. Any Member that damages the HMN Facility or equipment or any items located therein will be responsible for the cost of repair if the damage was the result of such Member's Guest, failure by the Member's guest to follow SOPs, or failure to abide by the prohibition of any equipment use whatsoever by any Member's Guest as set forth in paragraph 8 of this PART D of this Agreement.
11. **CONSUMABLES AND RAW MATERIALS:** Members are responsible for purchase or provision of consumables and raw materials. HOCKING COLLEGE may provide, but does not guarantee to provide, limited and basic tooling for some equipment and makerspaces. In order to maintain equipment service condition and warranties, certain consumables and raw materials purchased by members will be reviewed and may be deemed unusable on HMN equipment or within HMN makerspaces.
12. **HAZARDOUS MATERIALS:** Hazardous materials are not allowed into the HMN Facility without the prior written approval of HOCKING COLLEGE. A Member must furnish a Materials Safety Data Sheet ("MSDS") (available from the material manufacturer) to HOCKING COLLEGE for any hazardous materials that the Member requests to bring into the HMN Facility. If authorized in writing to bring



hazardous materials into a HMN Facility, Members must abide by all parts of the pertinent MSDS and must remove all hazardous materials from the HMN Facility at the end of each day. **NO HAZARDOUS MATERIALS MAY BE STORED IN STORAGE LOCKERS OR LEFT IN THE HMN FACILITY AT THE END OF EACH DAY**

13. **ADDITIONAL PROHIBITED MATERIALS:** In addition to materials prohibited as set forth in Paragraph 12 of this PART D of this Agreement, the following metal materials are prohibited in the metal-working area at HMN: aluminum or associated alloys of aluminum, magnesium or associated alloys of magnesium, titanium, zinc, bronze, chromium, cadmium or any metal that produces metallic dust that is 420 microns or less. No flammable gases may be used or stored at The HMN Facility. No oil- or solvent-based paints and/or finishing materials may be brought into or utilized at the HMN Facility without prior written approval from HOCKING COLLEGE and without the provision of the appropriate MSDS by the Member who proposes to use such material. A Member must request written approval from HOCKING COLLEGE regarding the proposed use of all paints, stains, glues, epoxies, resins and similar materials at the HMN Facility; must obtain written approval from HOCKING COLLEGE prior to bringing such materials into the HMN Facility; and must handle such materials in a manner agreed-upon with HOCKING COLLEGE and consistent with the appropriate MSDS.
14. **STORAGE SPACE:** A limited number of lockers are available at HMN for Members to rent on a monthly basis for the purpose of storing belongings and materials. HOCKING COLLEGE will also consider creating other storage spaces and/or providing material carts for Members on a case-by-case basis for a monthly fee to be established at that time. A Member shall be responsible for securing all items stored at HMN, and HOCKING COLLEGE shall have no liability for any loss or damage that a Member may experience when storing items or materials in any such storage space.
15. **VACATING FACILITY:** In the event that a Member fails to maintain his/her membership in good standing, such Member must vacate the HMN facility and remove all of such Member's materials from the HMN facility within 7 days of written notice from HOCKING COLLEGE.
16. **ASSIGNMENT:** Membership to HMN is personal to the Member and may not be assigned to any other individual at any time.
17. **USE OF FACILITIES AND COMPLIANCE WITH LAW:** The HMN Facility and all equipment and other property located therein shall be used only for lawful purposes. Only property owned by or in the custody of a Member may be brought into and stored in the HMN facility. The HMN Facility and equipment therein may only be used for activities permitted by HOCKING COLLEGE. HOCKING COLLEGE reserves the right to prohibit (as determined in its sole discretion) certain equipment or materials from being brought into the HMN Facility and further reserves the right to prohibit (as determined in its sole discretion) certain activities from occurring at the HMN Facility, including, without limitation, firearms and/or work related to firearms.
18. **NON-LIABILITY OF HOCKING COLLEGE AND INSURANCE OBLIGATION OF MEMBER:** Member is responsible for maintaining his/her own personal health, property and liability insurance while in the HMN Facility. HOCKING COLLEGE is at no time responsible for the acts, omissions and/or property of any Member (whether such property is owned by, or in the custody of, such Member).
19. **DEFAULT, ABANDONMENT, REMEDIES, AND LIENS:** In the event a Member maintains an outstanding balance on HMN fees or charges for over 30 days, or has violated any other provision of this Agreement, such Member will be considered in default of this Agreement. Any Member in default of this Agreement consents to HOCKING COLLEGE taking any lawful remedial actions to collect outstanding amounts owing to HOCKING COLLEGE, including, but not limited to, disposal of such



HOCKING
MAKERS
NETWORK

Hocking College
3301 Hocking Parkway
Nelsonville, Ohio 45764

defaulting Member's personal property located at the HMN Facility. Any Member in default of this Agreement will be responsible for all collection costs, including reasonable attorneys' fees.

20. **CONSULTING/ASSISTING:** HMN personnel are available for general consultation or assistance regarding a Member's project and associated equipment. For an additional fee (specified on the HMN website), a Member may make arrangements for more extensive consultation and/or assistance with a specific project. Any extended consultation and/or assistance will be provided in a commercially reasonable manner; however, HOCKING COLLEGE shall not have control over, charge of, or responsibility for the design, engineering, methods, techniques, sequences or procedures in connection with a Member's project.

HMN Code of Conduct

The Hocking Makers Network (HMN) is a community workshop and work space. We share space, equipment, tools, and knowledge to pursue our individual goals and hobbies, to improve our skills, to learn from each other, and make cool things. The HMN is part of a larger environment of learning. We hope that you can thrive and grow as a member of our Network.

When you Join the HMN community, you agree to be held to these standards

a) **Respect Each Other**

Please be mindful of everyone's skill level and respectful of their rights and choices. Harmful acts or speech will not be tolerated at HMN.

b) **Respect the Space**

i. **LEAVE A CLEAN WORK AREA**

We adhere to the cleaner than you found it philosophy. We do not have staff to clean up after you, and other members should not have to clean up after you before they can use any of the shop space or tools.

Each makerspace shop, lab, or studio is equipped with cleaning equipment (brooms, dust pans, compressed air, vacuums). If you are unfamiliar with a procedure or process, please ask.

ii. **WORKFLOW**

When using multiple tools in any of the spaces you may wait to sweep up the floor and fully clean up the shop. Please remember to brush off each tool before moving on to the next. This preps each tool for the next member. Plan a workflow process as best as possible to avoid jumping back and forth on equipment unnecessarily.

iii. **EQUIPMENT, MACHINE, AND TOOL SAFETY AND RESPONSIBILITY**

Only trained members in good standing can use HMN equipment and tools. You must have either taken the appropriate or orientation class on the equipment, machine, or tool(s) you wish to use or have been appropriately signed off through private instruction or other arrangements made with the HMN staff. Members are expected to follow the safety and care protocol covered



in your instruction and as outlines in the Standard Operating Procedures (SOP's). You are expected to adhere to our safety and security requirements.

No item should be used in a manner other than that which it is intended. Certain restrictions have been set to preserve the good working condition of each piece of equipment, machine, or tool. Any member found to be misusing or abusing HMN space, equipment, tools, or furnishings will be asked ONCE to stop. If misuse continues, the member will be restricted from using that item or have their membership revoked.

Ask for help anytime you feel unsure about the safety of what you are about to use or do.

Violation of any part of our Code of Conduct may result in suspension or termination of membership WITHOUT A REFUND. We reserve the right to handle violations as we deem appropriate and/or necessary.

c) **Personal Safety**

i. ATTENTION

Give your work your undivided attention. One and only one person should operate a piece of equipment and must continue to attend it while running. Operate machinery with a clear mind, never while under the influence of drugs, alcohol, medication, or if you have a medical condition that may impair your ability to safely operate machinery.

ii. CLOTHING

Wear appropriate clothing items for each of the makerspaces. Wood and welding labs, we require ANSI Z87 safety glasses or goggles at a minimum and closed toed foot wear. Wear hearing and breathing protection as appropriate to the work environment. Wear long sleeves and pants in the welding lab. Do not operate rotating machinery while wearing long sleeves, gloves, loose jewelry, loose long hair, neckties, hoodie strings or anything else which may get caught and draw you into the machine. Refer to each individual SOP for further instruction.

d) **Material Safety**

Use of dangerous, volatile, non-volatile chemicals, sealants, and other material is only through prior approval of HMN staff. Provide the appropriate Material Safety Data Sheet (MSDS) to be considered for approval.

All use of glues, paints, sealants, stains and other chemicals should be handled safely and appropriately and should have written approval from HMN staff prior to use. Please protect all tools, work tables, other projects and floor from any damage that may be caused by your use of the approved chemical or finish.

More information about MSDS can be found here: <http://www.msds.com>. These provide critical first aid, safety information, and substance interaction information.



Hocking College
3301 Hocking Parkway
Nelsonville, Ohio 45764

Facility Access

Members will have access to HMN makerspaces during hours specific to each lab or studio. Hours of operation can be found on our website and posted at each makerspace.

All facilities located on Hocking College campus require adherence to COVID19 Screening Assessment and Prevention Protocol as found at <https://info.hocking.edu/coronavirus>.

3. HMN Contact Information

Hocking Makers Network Coordinator – 740-753-7022
Hocking Makers Network Email - makersnetwork@hocking.edu

Hocking Campus Police - 740-763-6598

Please check this box only if you have read and agree to the whole of PART D.

I understand, agree to, and will execute the terms and conditions of this *PART D: HMN Membership and Rules* of this Agreement. *

Please enter your first and last name into the Member Agreement Signature field below. By entering your name, you understand and agree to execute the terms and conditions of this agreement, in its entirety.

Member Agreement Signature*
