



Makerspace Release and Waiver

I, _____, (“Member”) understand and agree to the following:

1. **Use at Member’s Risk.** All Makerspace machinery, equipment, and apparatus shall be used at Member’s sole risk. Member understands that the agreement to use proper methods and types of equipment shall be Member's entire responsibility. Member understands that the Makerspace at Art Works is unsupervised and hereby warrants that he/she is capable of using the equipment in the manner for which it was intended.

2. **Indemnification.** Art Works shall not be liable to Member for any claims, demands, injuries, damages, or actions arising due to injury to Member’s person or property arising out of or in connection with the use by Member of the services, facilities, and premises of Art Works. Member individually, and on behalf of Member’s personal representative, heirs, administrators, assigns and successors does hereby expressly forever release and discharge Art Works, its successors and assigns, as well as its officers, agents and employees from all such claims, demand, actions, or causes of action.

3. **Warranty of Fitness.** Member warrants and represents that Member or Member’s Co-Worker, guests or other associated person entitled to use the Makerspace at Art Works under the terms of membership, has no disability or impairment, is not under the influence of any substance (legal or illegal), and has no ailment preventing him/her from engaging in active or passive participation, or that will be detrimental or adverse to such person’s health, safety, or physical condition if he/she does so engage or participate. Member acknowledges and agrees that: a) Art Works will rely on the foregoing warranty in issuing membership; b) Art Works shall have no obligation to perform an assessment or similar testing to determine Member’s physical or mental condition; c) Art Works shall not be liable for any claim, demand, or injury whatsoever on account of Art Works’ nonperformance of such assessment or similar test; d) Art Works shall not be liable for any injury arising out of Member’s disability, impairment, influence of substance (legal or illegal), or ailment preventing him/her from engaging in active or passive participation, or that would be detrimental or adverse to such person’s health, safety or physical condition if he/she does so engage or participate. Each Member, Co-Worker, and guest should be aware of his/her medical history and should consult with a physician prior to engaging in participation or continuing to participate if a medical condition develops or appears to be developing.

4. **Damage to Person or Property.** Member shall be solely liable for any property damage and/or personal injury caused by Member, Member’s Co-Worker, guests or other associated person entitled to use the Makerspace at Art Works, whether such damage or injury results from the use of the Makerspace equipment or any equipment, tools, or apparatus brought into the Makerspace by any Member, Co-Worker, or guest. It shall be the obligation of Member to pay for any costs incurred as a result of such damage upon presentation of a statement thereof. Any

and all use of the Makerspace at Art Works by Member, Member's Co-Worker or guests shall be at such person's own risk, and Art Works shall not be liable for any injuries or damages to such person, or the property of such person, or be subject to any claim, demand, injury or damages. Member individually, and on behalf of the Member's personal representative, heirs, administrators, assigns and successors does hereby expressly forever release and discharge Art Works, its successors and assigns, as well as its officers, agents and employees from all such claims, demand, actions, or causes of action.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE CONTENTS OF THIS RELEASE AND WAIVER AND AGREE TO ITS TERMS.

Signature

Date

Print Name

Co-Worker of _____
Member's Name