



Makerspace Liability Waiver and Release Agreement

I, _____ (“Member”), in consideration for participation in the activities of Waukesha Makerspace Inc (WMI), agree to the following waiver and release:

- 1. Assumption of Risk.** Member acknowledges the inherent risks in the use of tools, equipment, devices, and hazardous materials of any kind commonly used in electronics, construction, fabrication, software design, and other technology related activities and that Member’s participation in such activities and/or use of such tools may result in injury, illness, death, or damage to Member or Member’s personal property. Further, such risks and dangers may be caused by Member, Guests, other members, accidents, acts of nature, or other causes. Finally, such injury, illness, death, or damage to Member or Member’s personal property may arise from foreseeable, or unforeseeable, causes including, without limitation, electrocution, burns, impalement, or slip and fall injuries. Member hereby fully assumes all such risks and any others which arise because of Member’s association with WMI.
- 2. Release of Liability.** Member releases WMI, it’s officers, agents, board members, and assigns from any liability whatsoever arising out of any damage, loss, or injury to Member or Member’s property while participating in any activity on the premises of WMI and/or using any equipment owned by WMI or another member or guest of WMI regardless of whether such loss, or injury, is as a result of negligence of WMI or it’s members, guests, agents, and assigns, or is a result of some other cause.
- 3. Covenant Not to Sue.** Member agrees that Member will not, under any circumstances, initiate any legal action against WMI, it’s members, guests, agents and assigns, nor will Member assist in the prosecution of any legal action filed by another, arising out of an injury to the person or property of Member while participating in the activities contemplated by membership in WMI. This covenant extends to include the heirs, executors, administrators, or assigns of Member.
- 4. Third Party Indemnification.** Member indemnifies, saves and holds harmless WMI, it’s members, agents, and assigns from any and all losses, claims, actions or proceedings of every kind and character which may be presented, or initiated, by any other persons or organizations and which arise directly or indirectly from the actions of Member while engaged in activities contemplated by membership in WMI.

Member hereby acknowledges that Member has carefully read all the above provisions, fully understands them, and voluntarily signs this document as a condition of membership in WMI.

Signature

Date

Print Name