



Waukesha Makerspace Inc. Participant & Guest Liability Waiver and Release Agreement

Participant Information:

I, _____ ("Participant"), in consideration for engaging in activities at Waukesha Makerspace Inc. (WMI), agree to the following terms on behalf of myself and any Guests I may bring, including but not limited to friends, family members, children, and pets.

2. Assumption of Risk

Participant acknowledges and accepts the inherent risks associated with using tools, equipment, devices, and hazardous materials in activities including (but not limited to) working with wood, metal, fabrics, hazardous chemicals, power tools, 3D printers, electronics, lasers, and other fabrication and creative endeavors typically found in a makerspace environment. This includes tools and/or equipment owned, provided, or operated by WMI, other Participants, Guests, or the Participant themselves. Participant understands that:

- **Risks May Include:** Injury, illness, death, or damage to personal property.
- **Sources of Risk:** Such risks may result from actions by the Participant, any Guests, other Participants, accidents, acts of nature, or other causes.
- **Nature of Risks:** Risks may be known or unknown and include, without limitation, electrocution, burns, impalement, cuts, lacerations, or slip and fall injuries.

By signing below, Participant fully accepts and assumes all risks, whether foreseeable or not, that arise from participation in activities at WMI for both themselves and any Guests accompanying them, including any risks associated with tools or equipment brought in by the Participant.

2. Inclusion of Guests

For purposes of this Agreement, "Guests" includes any individuals or animals (such as friends, family members, children, pets, etc.) that the Participant brings into the WMI premises. Participant acknowledges that:

- It is the sole responsibility of the Participant to ensure that each Guest is aware of, and complies with, all WMI policies and the terms of this Agreement.
- Participant assumes full responsibility for any actions, omissions, or injuries caused by their Guests, and any damages or liabilities that may arise from their presence.

3. Release of Liability

Participant releases and discharges WMI, including its officers, agents, board members, and assigns, from any and all liability for any damage, loss, or injury to Participant, any Guests, or their property incurred while:

- Engaging in any activity on WMI premises.
- Using any equipment provided by WMI, other Participants, or Guests.

This release applies regardless of whether any such damage or injury results from negligence or any other cause.

4. Covenant Not to Sue

Participant agrees that they will not initiate any legal action against WMI, its Participants, Guests, agents, or assigns, nor will they assist anyone else in doing so, regarding any injury or damage sustained by the Participant or any Guest while participating in WMI activities. This covenant also binds the Participant's heirs, executors, administrators, and assigns.

5. Third-Party Indemnification

Participant agrees to indemnify, defend, and hold harmless WMI, its Participants, agents, and assigns from any claims, losses, actions, or proceedings brought by third parties that arise directly or indirectly from the actions of the Participant or any Guest during activities at WMI.

Acknowledgment

By signing below, Participant acknowledges that they have carefully read and fully understand the provisions of this Agreement and voluntarily accept its terms as a condition of participation at WMI for themselves and any Guests they may bring.

Name (print)

Phone Number

Street Address Line 1

Street Address Line 2

City, State, Zip

Email Address

Emergency Contact Name

Emergency Contact Phone Number

Signature

Date

Staff use only:

Member Name

Member Signature

Participant validation type:

- Drivers license
- Passport
- Military ID
- Other _____