

MakeItZone Industries Ltd Liability Waiver

Upon first visiting MakeItZone Industries Ltd, hereafter known as “the MakerSpace”, you will be asked to read and agree to the following waiver.

Safety and Conditions of Use

I agree that I am personally responsible for my safety and actions while using the MakerSpace. I agree to use the MakerSpace facilities, tools, equipment, and materials in a safe way, and to utilize safety gear appropriate for each task in which I engage. If I need to do something that may be dangerous, I will first consult with staff. If I have any questions as to the proper or safe use of any tool, equipment, or material, I will not use the same until I have consulted with staff. Further, I will not use any MakerSpace tools or equipment that require prior certification (e.g., CNC machine, bandsaw, etc.) unless I have first received such certification from staff. I will comply with all Center policies and rules, including but not limited to all MakerSpace policies, guidelines, signage, and instructions. I agree that I shall be responsible to pay any applicable fees for use of MakerSpace facilities, tools, equipment, or materials, and for any and all damage, loss, or clean-up caused by my use of the same. Because the MakerSpace is open for use by other individuals, I recognize that confidentiality is not and cannot be promised. I understand that I am responsible for properly monitoring and labelling anything I bring into the MakerSpace, and that the MakerSpace is not responsible for any lost, damaged, or stolen property.

Assumption of the Risk

I recognize and agree that my use of the MakerSpace facilities, tools, equipment, and materials is entirely optional and voluntary. I further understand and agree that such use involves various inherent hazards, dangers, and risks, including without limitation, and only by way of example, the risk of trips, slips and falls; cuts, broken bones, burns, and other wounds to hands, head, feet, eyes and other body parts; serious personal injury and illness, paralysis, permanent disability, and even possibly death; electrical shock; impalement; exposure to dust, fumes, smoke, noise, and vibrations; and accidents due to negligence of other users or staff or vendors, or due to defective or inadequate facilities, equipment, tools, machinery, materials, or due to inadequate maintenance or repair, training, instructions, supervision, first aid and medical treatment, or safety gear. I ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, THAT I MAY SUSTAIN, OR ANY LOSS OR DAMAGE OF PROPERTY I OWN, AS A RESULT OF BEING ENGAGED IN SUCH ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF THE MAKERSPACE OR OTHERWISE.

Release of Liability

With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue MakeItZone Industries Ltd, its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the “Released Parties”) from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or

any of the property belonging to me, whether caused by the negligence of the Released Parties, any third-party using the MakerSpace, or otherwise, while participating in any activity while in, on, or around the MakerSpace and/or while using any MakerSpace facilities, tools, equipment, or materials.

Indemnification

I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, property damage, loss of use, monetary loss, or any other injury from or related to my use of the MakerSpace facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise.

Acknowledgment

By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in Sections 3 and 4; I am sufficiently informed about the risks involved in using the MakerSpace to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Wavier of Liability shall be governed by and construed in accordance with BC law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole.

Signed this ____ day of _____, 2021.

Print Name of Participant	Signature of Participant
Print Name of Parent or Guardian	Signature of Parent or Guardian (if participant is a minor)
Print Name of Witness	Signature of Witness
Emergency Contacts (name(s) & number(s)):	