MANKATO MAKERSPACE

2020 RELEASE FORM (7/10/2020)

Reason for Attendance (circle one)

Class Day Pass Membership Guest Other _____

THIS AGREEMENT made this ____ day of _____, 2020, by and between Mankato Makerspace and _____ (Person). In consideration for Person's participation in the activities of Mankato Makerspace, Person agrees to the following waiver and release:

1. Assumption of Risk. Person 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 related activities and that Person's participation in such activities and/or use of such tools may result in injury, illness, death or damage to Person or Person's personal property. Further, such risks and dangers may be caused by Person or Guests or other Persons. Finally, such injury, illness, death or damage to Person or Person's personal property, may arise from foreseeable or unforeseeable causes including, without limitation, electrocution, burns, impalement, or slip and fall injuries, exposure to illness such as but not limited to Covid 19. Person hereby fully assumes all such risks and any others which arise because of Person's association with Mankato Makerspace.

2. Release of Liability. Person releases Mankato Makerspace, its officers, agents, board members and assigns from any liability whatsoever arising out of any damage, loss or injury to Person or Person's property while participating in any activity on the premises of Mankato Makerspace and/or using any equipment owned by Mankato Makerspace or another Person or guest of Mankato Makerspace regardless of whether such loss or injury is as a result of negligence of Mankato Makerspace or its volunteers, members, guests, agents and assigns, or is a result of some other cause.

3. Covenant Not to Sue. Person agrees that Person will not, under any circumstances, initiate any legal action against Mankato Makerspace, its volunteers, members, guests, agents and assigns, nor will Person assist in the prosecution of any such legal action filed by another, arising out of an injury to the person or property of Person while participating in the activities contemplated by Residency in Mankato Makerspace. This covenant extends to include the heirs, executors, administrators or assigns of Person.

4. Third Party Indemnification. Person indemnifies, saves and holds harmless Mankato Makerspace, its volunteers, members, guests, agents and assigns from any and all losses, claims, actions or proceedings of every kind and character which may be initiated by any other persons or organizations and which arise directly or indirectly from the actions of Person while engaged in the activities contemplated by Residency in Mankato Makerspace. Person hereby acknowledges that Person has carefully read all of the above provisions, fully understands the same, and voluntarily signs this document as a condition of Residency in Mankato Makerspace.

Initials: _____ By signing this agreement, I acknowledge that Mankato Makerspace can be a dangerous place and I agree to HOLD HARMLESS Mankato Makerspace, its volunteers, members, guests, its officers, and its directors.

Initials: _____ I understand that I am personally responsible for my safety and actions. I will follow all safety instructions and signage at Mankato Makerspace. If I need to do something that may be dangerous to others, I will consult with Mankato Makerspace officers and/or Mankato Makerspace staff, and follow their direction.

Initials: _____ I also understand that Mankato Makerspace is not responsible for any lost, damaged, or stolen property.

Initials: _____ I affirm that I am 18 years of age or older and am mentally competent to sign this release on my behalf.

_____

Printed Name Signature Date

_____

Address Phone Number Email Address

_____

MANKATO MAKERSPACE STAFF Printed Name Signature Date

Revised 7/10/20