

BOZEMAN MAKERSPACE // RELEASE FORM

THIS AGREEMENT made on _____(date), by and between Bozeman MakerSpace (BMS) and _____ (Guest Name).

In consideration for Guest’s participation in the activities of BMS, Guest agrees to the following waiver and release:

1. **Assumption of Risk.** Guest 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 Guest’s participation in such activities and/or use of such tools may result in injury, illness, death or damage to Guest or Guest’s personal property. Further, such risks and dangers may be caused by Guest or Guests or other Guests. Finally, such injury, illness death or damage to Guest or Guest’s personal property, may arise from foreseeable or unforeseeable causes including, without limitation, electrocution, burns, impalement, or slip and fall injuries. Guest hereby fully assumes all such risks and any others which arise because of Guest’s association with BMS.

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

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

4. **Third Party Indemnification.** Guest indemnifies, saves and holds harmless BMS, its 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 Guest while engaged in the activities contemplated by Guestship in BMS. Guest hereby acknowledges that Guest has carefully read all of the above provisions, fully understands same, and voluntarily signs this document as a condition of Guestship in BMS.

By signing this agreement, I acknowledge that BMS can be a dangerous place and I agree to HOLD HARMLESS BMS, its members, 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 BMS. If I need to do something that may be dangerous to others, I will consult with BMS officers and other BMS Guests.

Initials: _____

I also understand that I am responsible for properly monitoring and labelling anything I bring to BMS, and that BMS 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.

Initials: _____

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Photo Release (Optional): I acknowledge that BMS may take my picture during events at the Makerspace, and that pictures may be used on the BMS website, social media, or any publishing materials.

Circle one: **Yes** / **No** Initials: _____

Must be filled out:

Full Name: _____

Address: _____

Phone Number: _____

Email address: _____

Emergency Contact Name and Relationship: _____

Emergency Contact Phone Number: _____

Names of additional under 18 participants:

Sign Here - Guest

Date _____

Officer of Bozeman MakerSpace

Date _____