



LIABILITY WAIVER

THIS AGREEMENT is made between Thurston Economic Development Council Center for Business and Innovation's Lacey MakerSpace (hereinafter LMS)
and

_____ (hereinafter MAKER).

For purposes of this document "User" or "Users" is defined as any visitor, guest, workshop participant, volunteer, member, and/or assigns.

In consideration for participation in any activities or events held at LMS, MAKER agrees to the following waiver and release:

Assumption of Risk. MAKER 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 MAKER's participation in such activities and/or use of such tools may result in injury, illness, death, or damage to MAKER or MAKER's personal property. Further, MAKER or Users may cause such risks and dangers. Finally, such injury, illness, death, or damage to MAKER or MAKER's personal property, may arise from foreseeable or unforeseeable causes including, without limitation, electrocution, burns, impalement, or slip and fall injuries. MAKER hereby fully assumes all such risks and any others that arise because of the MAKER's association with LMS.

Release of Liability. MAKER releases LMS, its officers, volunteers, staff, agents, and/or assigns from any liability whatsoever arising out of any damage, loss or injury to MAKER or MAKER's property while participating in any activity on the premises of LMS and/or using any equipment owned by LMS or a User regardless of whether such loss or injury is as a result of negligence of LMS and/or Users and/or is a result of some other cause.

Covenant Not to Sue. MAKER agrees to not, under any circumstances, initiate any legal action against LMS or Users, nor will MAKER assist in the prosecution of any such legal action filed by another, arising out of an injury to the person or property of MAKER while participating in the activities of/at LMS. This covenant extends to include the heirs, executors, administrators, or assigns of MAKER.

Third Party Indemnification. MAKER indemnifies, saves, and holds harmless LMS and/or Users from 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 MAKER while engaged in the activities of/at LMS. MAKER hereby acknowledges that MAKER has carefully read all the above provisions, fully understands the same, and voluntarily signs this document.

_____ Maker's Initials

Participation and Use Agreement. LMS strives to provide a safe, productive, and fun environment. Considering this mission, MAKER is required to adhere to the following policies and procedures in our facility. Failure to comply with these policies and procedures may make our facilities dangerous or unwelcoming to others, and such actions may result in MAKER's participation being terminated without notice. LMS reserves the right to change these policies and procedures as needed and with sufficient notice. Abuse of the policies within this Agreement may result in loss of access to LMS and a forfeiture of membership with no refund of dues.

Sign In. MAKER will sign in and out at the reception desk at each visit to LMS.

Behavioral Guidelines. MAKER agrees to not abuse Users, staff, or the public in any way; be it verbally, physically, online, or otherwise. LMS has a zero-tolerance policy for such offences and will immediately expel MAKER and take legal action if necessary. No discrimination of any form will be tolerated including age, gender, race, political affinity, religion, sexuality, or class. An overly negative attitude is detrimental to our community and thus will not be tolerated.

Safety. MAKER must always wear proper safety equipment in any zones or situation where grinding, screwing, sawing, or other activities where tools are operated that could cause eye, ear, or other bodily injury. MAKER must abide by any safety signs on equipment or posted in the facility. MAKER must have personal protective equipment on (such as closed toed shoes and eye protection) when entering designated areas at LMS.

Tool Certification. MAKER is required to participate in mandatory safety training prior to use and will not use any tools, machines, or equipment until in-person certification training with staff and/or volunteers is successfully completed.

Shared Safety. In a shared and open facility such as LMS, it is possible for less experienced Users to operate equipment dangerously. Stay on the lookout for unsafe behavior and notify staff immediately to offer feedback to those working unsafely. Likewise, notify LMS if equipment or infrastructure is deemed unsafe.

Individual Safety: Obey all posted signs and literature including, but not limited to, signs regarding appropriate shop clothing and protective gear, techniques for safe equipment use, material-specific precautions for equipment, and machine tool lockouts. MAKER shall not use equipment until gaining staff consent to use after becoming comfortable under guidance.

Cleaning and Storage: MAKER is responsible for cleanup of MAKER's projects including clearing any debris from the tables and floor. Before leaving for the day, MAKER is responsible for ensuring tools are returned to designated locations, and that any personal property and/or projects are stored securely. LMS assumes no responsibility for unsecured personal property/projects.

Forfeiture of Materials and Projects. All items left at LMS become the property of LMS, unless:

- They are stored in designated storage areas that are prepaid or provided by LMS staff, or
- The item has been explicitly loaned and recorded in our inventory, or
- You have written permission from LMS staff.

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Students & Workshop Participants. During class and lab time, students may access only the areas they are enrolled in. Student materials will be stored in designated areas and may only be stored for the duration of the class. All materials that remain after the class has ended become property of LMS.

Tolerance of Feedback. Please be open to constructive feedback from staff, volunteers, and/or Users, especially as it pertains to safe use of our equipment and disrespectful communication or behavior.

Courtesy of Shared Spaces. MAKER agrees to keep noise levels at a respectful volume for the comfort and enjoyment of those in the immediate area. No loud music or obnoxious noise will be permitted in the open work areas without the explicit permission of those around you. No fumes or flames are permitted in unventilated areas. Interruption of any official LMS activities, workshops, or classes in the shared spaces is prohibited. No loud tool use when activities such as a class or workshop is in progress.

Tool Lending and Material Usage Policy. No tools, equipment, or property will be loaned to MAKER nor taken off premises without written consent of LMS. MAKER may use materials clearly marked as free to use with the following limitations:

- Verify that materials are made available for use and not private materials belonging to Users or LMS.
- MAKER will replace consumed materials, when possible.

Damage to Person or Property. MAKER shall be solely liable for any damage sustained to LMS property resulting from negligent, reckless, or wrongful use during any activities performed at LMS. Payment shall be made directly to LMS within thirty days of receipt of damage, or other mutually agreed upon written agreement. MAKER is responsible for all costs associated with collection.

Courtesy Policy. LMS is a shared facility and some Users do not want to be disturbed while working. As such, do not disturb Users who are wearing ear protection or are in the midst of working. Ask Users permission before initiating a conversation.

Photograph Permission. LMS may use, without limitation or obligation, photographs or other media that may include MAKER's image or voice to promote LMS.

Weapons. The creation of dangerous items and weapons is prohibited. LMS reserves the right to define dangerous items and/or weapons.

Firearms: LMS resides on Saint Martin's University campus and follows all university policies regarding weapons and firearms. Saint Martin's University is a "gun-free zone" and therefore the following policies are enforced:

SECTION 1: The following are strictly prohibited from being on the premises, constructed, or modified at LMS:

- Firearm device that expels a projectile or projectiles by a deflagrating propellant (i.e., the deflagration or detonation of gunpowder or other similar propellant). This includes not only the BATFE definition of a firearm - its receiver - but also firearm-specific components that attach to a

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firearm (unless specifically exempted in section 2) including but not limited to barrels, cylinders, magazines, charging handles, safeties, buffers, actions, barrel bushings, linkages, extractors, firing pins, trunnions, recoil springs, gas blocks.

- Replicas meant to closely resemble a firearm while lacking the ability to expel a projectile or projectiles.
- Any device that changes the functionality or rate of fire of a firearm. This includes suppressors or silencers, bump stocks, or other devices that convert firearms to automatic firing.
- Reloading and all activities associated with ammunition production, including processing primers, gunpowder/propellant, cases, and projectiles.

SECTION 2: The following firearm-related items are exempted, subject to conditions:

- Devices that expel a projectile or projectiles by non-deflagrating propellant means: Examples include springs, compressed air/gas, electronic, and/or mechanical action. Not exempted are components interchangeable with firearms as defined in the previous section.
- Slings and sling attachments opposite point of attachment to the firearm.
- Fasteners and commodity hardware: Standard components used on firearms not specific to firearms.
- Sights, scopes, lasers, flashlights, etc. not integral to the firearm.
- Bipods and other firearm supports if removable without tools.
- Stocks and grips may be made, refined, or modified at LMS.
- Holsters, bags, and carrying devices for firearms.
- Props or non-firearm devices that do not closely resemble actual firearms such as sci-fi, fantasy, steampunk creations. Must not include devices from section 1.

Working on exempted items (i.e., stock, sling, sights, etc.) in Section 2 for fit or use of an item in Section 1 is prohibited.

Drugs & Alcohol. Tobacco and vaping are prohibited on LMS premises, including the parking lot and outside perimeter. Use or possession of a controlled substance, alcohol, or any other substances (including but not limited to cannabis, prescription medications, and over-the-counter medications) that may impair your ability to safely operate tools, equipment, or machinery is prohibited. Any reasonable suspicion of use may result in termination of participation at LMS.

Minors and dependents. Anyone under the age of eighteen (18) or otherwise designated a dependent is required to have a parent or legal guardian directly accompany User at all times. Exceptions may be made for volunteers under eighteen years old, with written LMS approval, while they are acting in a volunteer capacity under direct supervision by LMS.

By the signature below, MAKER acknowledges careful review and understanding of this Agreement in its entirety, and voluntarily agrees to all statements and provisions of this Agreement, including the Release of Liability and Indemnification. I am sufficiently informed about LMS Activities and Risks involved to decide whether to sign this Agreement. I attest that I am eighteen (18) years of age or older.

Maker

Printed Name Signature Date

Minor/Dependent Waiver:

By my signature below, I acknowledge that I am the legal guardian or other person legally responsible for the Minor (under 18) or Dependent User with authority to sign this Agreement for and on behalf of the minor/dependent. I have carefully reviewed and understand this Agreement, and I voluntarily agree to all statements and provisions, for and on behalf of the Minor/Dependent User. I am sufficiently informed about LMS activities, and the potential risks involved to decide whether to sign this Agreement on behalf of minor/dependent. I attest that minor/dependent has the necessary skills and can participate in all reasonably anticipated aspects of all activities held at LMS.

Parent or Legal Guardian

Printed Name Signature Date

2nd Parent or Legal Guardian (if necessary)

Printed Name Signature Date

Lacey MakerSpace Staff to complete this section

Date Received: _____ Name: _____

Notes: _____
