



## LIABILITY WAIVER

**THIS AGREEMENT** is made between Thurston Economic Development Council Center for Business and Innovation, dba Lacey MakerSpace ("LMS"), and any visitor, workshop participant, guest, or member (collectively "Maker"). In consideration of the Maker's participation in any activities or events held at LMS, the 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 other Makers may cause such risks and dangers. 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 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, use of equipment owned by, or another Maker utilizing the services at LMS except for LMS liabilities arising from gross negligence, willful misconduct, or intentional harm.

### **Encouragement to Carry Insurance**

LMS encourages Makers to carry personal insurance to cover their own property and equipment. Makers are also encouraged to check with their insurance provider to ensure coverage for potential injuries or accidents that may occur while participating in activities at LMS. LMS is not responsible for any loss, theft, or damage to personal items or equipment brought into the facility.

### **Covenant Not to Sue**

Maker will not, under any circumstances, initiate any legal action against LMS, its officers, Makers, volunteers, staff, agents, and assigns, 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 or at LMS except for LMS liabilities arising from gross negligence, willful misconduct, or intentional harm. This covenant extends to include the heirs, executors, administrators, or assigns of Maker.

### **Third Party Indemnification**

Maker indemnifies, saves, and holds harmless LMS, its officers, Makers, agents, volunteers, and assigns 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 or at LMS. Maker hereby acknowledges that Maker has carefully read all the above provisions, fully understands the same, and voluntarily signs this document **as a condition of participation in LMS.**

**Acknowledgment of Policies**

By signing this Agreement, Maker affirms Maker is familiar with the contents of all related policies and agreements, including but not limited to:

- LMS Use Policy/Code of Conduct,
- Membership Billing Agreement,
- Member Orientation (for joining members), and
- Minor Use Policy (if applicable).

**Photographic Permission**

While LMS strives to respect individual preferences regarding photos and recordings, LMS reserves the right to use, without limitation or obligation, any photographs or media that include your image or voice for promotional purposes.

**Security and Surveillance**

For the safety and security of Makers, staff, and property, security cameras are located throughout the interior and exterior of the building. These cameras actively record to monitor safety, ensure compliance with safety protocols, and protect LMS equipment and property.

**Minors and Dependents**

The parent or legal guardian of a Maker under the age of eighteen (18) or otherwise designated a dependent is required to review, sign, and abide by the Minor Policy.

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**By my signature below, I acknowledge that I have carefully read this Agreement in its entirety and understand it, and I voluntarily agree 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.**

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**Printed Name**

**Signature**

**Date**

**For Minor/Dependent Makers Under 18 (this section must be signed by a parent or guardian):**

By my signature below, I acknowledge that I am the legal guardian or other person legally responsible for the Minor (under 18) or Dependent with authority to sign this Agreement for and on behalf of the Minor/Dependent. I have carefully read this Agreement in its entirety and understand it, and I voluntarily agree to all statements and provisions of this Agreement, for and on behalf of the Minor/Dependent. I am sufficiently informed about LMS Activities and Risks involved to decide whether to sign this Agreement for the 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. I further attest that I have communicated this understanding of the risks involved to the Minor/Dependent.

Additionally, I confirm that I have fully reviewed and understand the **Minor Use Policy** and commit to ensuring that both I and the Minor/Dependent Maker adhere to all provisions outlined in the policy. I understand that I must sign the Minor Use Policy on behalf of the Minor/Dependent, and that both the Minor/Dependent and I are bound by its terms. Both the parent/guardian and the Minor/Dependent must sign below to acknowledge and agree to the terms of this Agreement, the Minor Use Policy, and the Liability Waiver.

I hereby give permission for LMS to use photographs, videos, or recordings of the Minor/Dependent for promotional purposes, and I acknowledge that I am aware of applicable laws regarding the use of minors' likenesses for commercial purposes.

**Parent of Legal Guardian**

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Printed Name	Signature	Date
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**Full Name of Minor/Dependent**

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Printed Name	Signature	Date
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