LACEY MAKERSPACE MAKER/MEMBER LIABILITY WAIVER

THIS AGREEMENT is made between Thurston Economic Development Council Center for Business and Innovation, dba Lacey MakerSpace ("LMS"), and any member, class participant, workshop participant, or other individual who uses LMS equipment, tools, or facilities for hands-on making activities (collectively, "Maker"). In consideration of Maker's participation in any activities 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 other Makers may cause such risks and dangers. Maker covenants and agrees that he or she has received training from LMS to safely operate the equipment within LMS, or will refrain from using any equipment until proper training is completed. 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 Maker's association with LMS.

Responsibility for Damage or Injury

If Maker, through intentional misuse of equipment or other intentional act, or through negligent use of equipment or other LMS property, causes damage to LMS equipment or other LMS property, Maker agrees to reimburse LMS for the cost of repair or replacement. Use of equipment Maker has not been trained to use is treated as negligent use for purposes of this section.

If Maker's intentional or negligent use of equipment injures a third party, Maker will indemnify, defend, and hold harmless LMS for any resulting claims, losses, damages, and reasonable legal fees.

Equipment Training

Maker must complete LMS-approved training before using any equipment, and Maker agrees not to use any LMS equipment that Maker has not been trained to use or that Maker does not feel safe using. This includes completing any applicable online training course in the member portal, attending required in-person Basics courses, and reviewing the standard operating procedures (SOPs) posted at the equipment. If Maker is unsure about or uncomfortable with any equipment, Maker must consult LMS personnel before proceeding.

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. Maker further agrees not to sue LMS for any intentional acts committed by other Makers or third parties against Maker on LMS property. This covenant extends to include the heirs, executors, administrators, or assigns of Maker.

Arbitration

Any dispute or controversy by Maker arising under or in connection with this Agreement, or any other LMS policy, must be settled exclusively by binding arbitration, conducted before an arbitrator sitting in a location selected within fifty (50) miles from LMS, in accordance with the rules of the American Arbitration Association then in effect. All proceedings will be confidential.

Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable in whole or in part, such provision will be modified to the minimum extent necessary to make it enforceable while preserving its intent. If modification is not possible, the provision will be deemed severed from this Agreement, and the remaining provisions will continue in full force and effect.

Venue

This Agreement was negotiated and entered into, at least in part, in the State of Washington and shall be construed under the laws of the State of Washington, and venue shall be brought exclusively in Thurston County, Washington.

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. This includes, but is not limited to, acts of intellectual property infringement, production of illegal items, or any other illegal acts prohibited 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 has reviewed copies of each of the following, available on the LMS website, and has reviewed the contents of all related policies and agreements, and agrees to abide by these policies, including but not limited to:

- LMS User Agreement and Code of Conduct
- Billing and Payment Policy
- New Member Orientation (completed upon joining; see below)
- Minor Policy (if applicable)

Upon joining LMS as a member, Maker agrees to complete the New Member Orientation online, covering general shop safety, membership fees, machine time policies, and emergency protocols, before accessing LMS equipment or facilities.

LMS covers safety information in every class Maker takes, whether through verbal instruction, posted handouts, or links provided at registration. Where written safety or equipment-specific materials are available for a class, Maker agrees to review them.

Each of these documents is incorporated into this Agreement by reference, and Maker agrees to all the policies and rules contained in those documents.

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 Maker's 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

A Maker under the age of eighteen (18), or otherwise designated a dependent, and their parent or legal guardian are required to review, sign, and abide by the Minor Policy in addition to this Agreement.

Maker/Member Signature:

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. Makers under 18 must sign in the Minor/Dependent section below, along with their parent or legal guardian.

Printed Name

Signature Date

For Minor/Dependent Maker/Members Under 18 (parent or legal guardian signature required)

By my signature below, I confirm that I am the parent or court-appointed legal guardian of the Minor (under 18) or Dependent named below, with legal authority to sign this Agreement on their behalf. Chaperones, group leaders, teachers, coaches, and other adults supervising the Minor through a club, school, or organization may not sign in place of a parent or legal guardian. 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 the 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 Policy and all other LMS policies referenced in this Agreement, agree to complete the same training and safety requirements as those required of the Minor/Dependent before supervising or assisting the Minor/Dependent with any equipment, and commit to ensuring that both I and the Minor/Dependent Maker adhere to all provisions outlined in those policies. I understand that I must sign the Minor Policy on behalf of the Minor/Dependent, and that both the Minor/Dependent and I are bound by its terms.

Regarding photographs, videos, or recordings of the Minor/Dependent, LMS follows the photo and recording terms described in the Minor Policy, which both the Minor/Dependent and I have signed or are signing. I acknowledge that I am aware of applicable laws regarding the use of minors' likenesses for commercial purposes.

Both the parent/guardian and the Minor/Dependent must sign below to acknowledge and agree to the terms of this Agreement and the Minor Policy.

Printed Name of Parent or Legal Guardian

Signature of Parent or Legal Guardian **Date**

Printed Name of Minor/Dependent

Signature of Minor/Dependent **Date**