

**READ THIS DOCUMENT CAREFULLY, IT AFFECTS YOUR LEGAL RIGHTS**

You may attend Summerside Makerspace ("MAKERSPACE") facility (the "FACILITY") and you may use the Facility's workspace, tools and equipment (collectively, the "TOOLS") subject to the following terms and conditions:

**You understand, and acknowledge that:**

- Attendance at the Facility and use of the Tools is entirely voluntary and is solely at your own discretion.
- There will be times when you are not monitored at the Facility, including while participating in activities that may be hazardous and/or use Tools that may be hazardous, so **your attendance at the Facility and use of the Tools is entirely at your own risk.**
- In signing this Agreement you agree to follow all instructions given to you by Makerspace representatives.
- There are many inherent risks associated with your attendance at the Facility including but not limited to illness, personal injury, death or loss (collectively "LOSS") resulting from your participation in an activity and/or use of a Tool for any reason whatsoever.
- It is your sole responsibility to be in a physical and mental condition to safely attend the Facility and use the tools.

**On the basis of the preceding, you further agree and acknowledge that:**

- You are at least 19 years old and have voluntarily decided to attend the Facility and use the Tools.
- Your attendance at the Facility and use of the Tools may expose you to hazards or risks that may result in Loss, and you understand and appreciate the nature of such hazards and risks.
- **Please read the following carefully, it affects your legal rights:** In consideration of your attendance at the Facility and use of the Tools, you hereby accept all risks to your health, including but not limited to Loss that results from your attendance at the Facility, including participation in an activity or use of the Tools. You and your heirs, executors, administrators and assigns (collectively, "YOU") hereby waive any and all liability and release Makerspace and all of its officers, directors, employees, volunteers, representatives, servants and agents and each of their respective heirs, executors, administrators, successors and assigns (collectively, the "RELEASEES"), jointly and severally, from any and all losses, costs, expenses, debts, accounts, demands, charges, penalties, covenants, contracts, liabilities, actions, causes of action, legal proceedings, suits, judgements, damages and all other claims or sanctions whatsoever, including the cost of reasonable legal fees and disbursements and costs of investigation incurred or suffered by or asserted against the Releasees (collectively, the "CLAIMS"), including Claims by way of subrogation, which you have or may have for or by reason of any cause, matter or any thing whatsoever as it relates to your attendance at the Facility including participation in activities and/or use of the Tools whether caused by the negligence of the Releasees or otherwise. You further agree to indemnify and hold harmless the Releasees from liability for the injury or death of any person(s) or damage to property that results from your negligent or intentional act or omission or breach of any statutory duty or obligation while attending the Facility, participating in activities at the Facility or using the Tools.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Witness Name (Please Print)

\_\_\_\_\_  
Your Name (Please Print)