

BOZEMAN MAKERSPACE // MEMBER RELEASE FORM

THIS AGREEMENT made this ____ day of _____, 20____, by and between Bozeman MakerSpace (BMS) and _____ (Member).

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

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

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

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

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

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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This liability release is active for the duration of the Members membership. and the Member has been given a copy of the active Bylaws to review.

Initials: _____

Must be filled out:

Name: _____

Address: _____

Phone Number: _____

Email address: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

Emergency Contact Relationship: _____

Bozeman MakerSpace

Date ____/____/20____

Member

Date ____/____/20____