

Winston-Salem MIXXER, Inc.

WAIVER AND RELEASE OF LIABILITY

Being the undersigned Participant, I hereby acknowledge that I desire to participate in activities with/at Winston-Salem MIXXER, Inc. ("MIXXER"), a community makerspace. I am aware that working in a workshop or makerspace and/or with tools may involve certain risks which could include bodily injury and/or property damage. This is typical of any workshop or makerspace in which persons are using tools, equipment, and building/construction materials. In addition, I acknowledge that those persons working on a project at or for MIXXER may not be professionally trained in all aspects of the project on which they are working, and that such training is not a requirement to work on such a project. I further acknowledge that such persons are generally not MIXXER employees and MIXXER does not supervise their work. I agree to not use any tool or equipment in the makerspace prior to receiving training from MIXXER staff on the proper use of that tool or equipment. I further acknowledge that using any tool or equipment without receiving training from MIXXER staff may create a condition that could be harmful to myself or others. Therefore, for good and adequate consideration, including but not limited to the opportunity to participate in MIXXER projects and activities, I acknowledge and agree as follows:

(1) Release. MIXXER is not and will not be responsible for any accident, injury or damages of whatever nature that may occur to me while participating in activities at or for MIXXER, or as part of a MIXXER project. I hereby for myself, my successors and assigns, forever waiver, release, discharge and hold harmless MIXXER and its successors, assigns, and former or current directors, officers, agents and employees, from any and all liability, lawsuits and/or claims which may arise from or otherwise be connected with a MIXXER project or activity at MIXXER, including but not limited to any physical injury, or other injury or damage to me or my property. This release shall apply regardless of the person or entity that caused the damage or injury to me, including but not limited to the parties released herein. I further release from liability, the owners of any land or lands adjacent to or near a MIXXER project who have agreed to allow MIXXER and its members and/or volunteers to use said lands for the purpose of parking, storing materials, or any other purpose related to any MIXXER project, are not responsible for, and I will not hold them responsible for, any accident, injury or damages of whatever nature that may occur to me or my property while I am participating in activities with or for MIXXER or as a participant of a MIXXER project, and I further waive and release such owners from liability in the same manner as I have released MIXXER above in this paragraph.

(2) Insurance. I understand that MIXXER has only limited medical liability insurance. I am solely responsible for ensuring that I have adequate insurance coverage for any injuries or damages sustained by me while participating in a MIXXER project or service. I understand that at no time am I to be considered an "employee" of MIXXER, and I acknowledge and agree that any time I spend on a MIXXER project or activity is done on a completely voluntary basis.

(3) Photograph and Audio-Visual Release. MIXXER will have the exclusive right to use any and all photographs, video and audio recordings of me taken in connection with a MIXXER project or service, and is entitled to all compensation related thereto including, but not limited to, any royalties, proceeds or other benefits derived from those photographs or recordings.

(4) Governing Law. This release shall be governed and construed in accordance with the laws of the State of North Carolina.

I HAVE READ THIS RELEASE, I UNDERSTAND AND CONSENT TO ITS TERMS, AND I VOLUNTARILY SIGN THIS RELEASE OF MY OWN FREE ACT AND WILL.

Today's Date Participant Signature

PLEASE PRINT ALL INFORMATION Clearly:

Name: Date of Birth: / /

Mailing Address: (Street) (City) (State) (Zip)

Telephone: 1: 2: 3:

Email address:

Emergency Contact: Name: Relationship:

Telephone:

Demographic Information (used only for tracking purposes)

Gender: Male Female Age: 16-18 19-25 26-35 36-45 46-55 56-65 66-75 76+

Race: African American Asian Caucasian Hispanic/Latino Native American Other (please indicate)