

# MAKERSPACE BY REWA

## ACKNOWLEDGMENT OF RISK & RELEASE FORM

The MAKERSPACE BY REWA is located at Hennessey Hall Room 15 (Northeast Entrance), 236 San Jose, Dodge City, KS. The focus for the MAKERSPACE BY REWA is to provide the free use of tools and equipment, along with low-cost media/materials, to aid startups and small businesses in production of promotional materials. For more detailed information, please visit our website at [www.raisingthewest.org/makerspace](http://www.raisingthewest.org/makerspace).

In consideration for participation in the activities of MAKERSPACE BY REWA, Participant agrees to the following acknowledgment and release:

1. Assumption of Risk. I acknowledge that there are inherent risks in the use of tools, equipment, devices, and hazardous materials of any kind and that my participation in such activities and/or use of such tools and materials may result in injury, illness, death or damage to me or my personal property. Further, such risks and dangers may be caused by myself or Guests or other Participants. Finally, any such possible injury, illness, death, or damage to me or my personal property, may arise from foreseeable or unforeseeable causes. I hereby fully assume any and all such risks and any others which arise because of my use of the MAKERSPACE BY REWA.

2. Release of Liability. I waive and release any and all claims and cause of action against MAKERSPACE BY REWA, REWA (Rural Education and Workforce Alliance), its officers, agents, volunteers, board members and assigns, as well as the City of Dodge City, Kansas, from any and all liability whatsoever arising out of any damage, loss or injury to me or my property while participating in any activity on the premises of MAKERSPACE BY REWA and/or using any equipment owned by MAKERSPACE BY REWA, REWA or another member or guest of MAKERSPACE BY REWA regardless of whether such loss or injury is as a result of negligence of MAKERSPACE BY REWA or its members, guests, agents, volunteers and assigns, or is a result of some other cause.

3. Covenant Not to Sue. I agree that I will not, under any circumstances, initiate any legal action against MAKERSPACE BY REWA, REWA, its members, volunteers, agents and assigns, or the City of Dodge City, Kansas, nor will I assist in the prosecution of any such legal action filed by another, arising out of an injury to the person or property of myself while participating in any activity on the premises of MAKERSPACE BY REWA and/or using any equipment owned by MAKERSPACE BY REWA and/or REWA. This covenant extends to include my heirs, executors, administrators or assigns.

4. Third Party Indemnification. I indemnify, save and hold harmless the MAKERSPACE BY REWA, REWA, its members, volunteers, 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 myself while engaged in the activities any activity on the premises of MAKERSPACE BY REWA and/or using any equipment owned by MAKERSPACE BY REWA and/or REWA.

5. Damages. I agree to pay for any damages sustained to MAKERSPACE BY REWA/REWA property as a result of participation in activities at the MAKERSPACE BY REWA. Payment shall be made directly to REWA within thirty days of occurrence of such damage and I am responsible for all costs associated with collection.

*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 of Section 4. I am sufficiently informed about the MAKERSPACE BY REWA activities and risks involved to decide whether to sign this Agreement.*

*By my signature below, I acknowledge that I am a legal guardian or other person legally responsible for the Minor Participant with authority to sign this Agreement for and on behalf of the Minor Participant. 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 of Section 4, for and on behalf of the Minor Participant. I am sufficiently informed about the MAKERSPACE BY REWA activities and risks involved to decide whether to sign this Agreement for the Minor Participant. I attest that I am eighteen (18) years of age or older.*

Participant Name: \_\_\_\_\_

Business Name (if applicable): \_\_\_\_\_

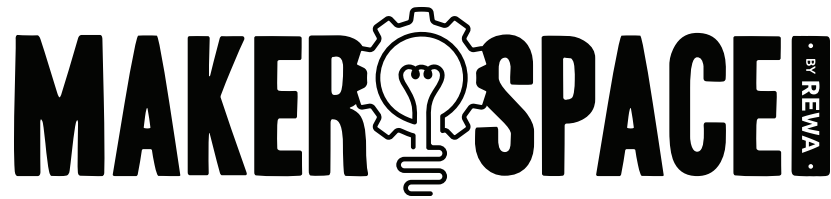
Responsible Party (if under 18): \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## THE RULES

- Acknowledgment of Risk and Release form must be read, signed and on file before any Makerspace tools or equipment are used. Form is available in person or online at [www.raisingthewest.org/makerspace](http://www.raisingthewest.org/makerspace).
- Must be at least 16 years old to participate. Acknowledgment of Risk and Release form must be signed by parent or legal guardian if under 18.
- The Makerspace is available during business hours by appointment or on a first come first serve basis as equipment is available.
- We do our best to accommodate two projects going on in the Makerspace at one time. Please keep in mind that you will need to share tools and equipment.
- No food or drinks allowed in the Makerspace.
- Don't misuse our tools or equipment. If you don't understand how to operated it, someone will be available to help.
- Be kind. Remember this is a free service and we want to be able to continue to offer this awesome opportunity to our community.