

PARTICIPANT NAME (please print): _____



STATION NORTH TOOL LIBRARY PUBLIC WORKSHOP - LIABILITY WAIVER

All Members must attend a Shop Safety Class and sign Liability Waiver before using Open Shop. All non-members must sign Liability Waiver before participating in any class.

This Agreement is effective upon the date signed and pertains to the Station North Tool Library, their fiscal sponsor Fusion Partnership, the Station North Tool Library's Public Workshop facility, and lessor 405-417 E Oliver St. (all above parties hereby referred to as SNTL) , and the signee's use of this facility during Open Shop hours, Classes, and other Rental Agreements.

1. **Signee agrees to be responsible for the following while operating in the Shop:**
 - a. take all reasonable precautions for her/his own safety and the safety of others.
 - b. take any and all safety trainings that are prerequisites for working in the shop or with specific tools.
 - c. return any equipment to the same condition it was found *or better*.
 - d. immediately advise an SNTL employee of any dangerous or unsafe behavior observed in any SNTL facility and discontinue use of the SNTL facility until the situation is made safe.
 - e. always wear safety goggles, close-toed shoes, proper clothing and ear protection when necessary.
 - f. take outlined safety precautions relevant to the machine in use and/or task in the shop area, whether s/he is currently operating equipment or not.
 - g. use of alcohol and/or illegal drugs is not allowed in the shop or classes of SNTL during operating hours.
2. **Signee understands these consequences of the following:**
 - a. any behavior deemed inappropriate by SNTL staff/volunteers, including but not limited to unsafe use of SNTL machinery or tools, may result in permanent revocation of membership with no right to refund.
 - b. any use of SNTL machinery in the Shop without taking prerequisite classes and instruction as indicated by *signee's* Check Off Sheet on the back of this form, may result in permanent revocation of membership with no right to refund.
 - c. any/all replacement costs for damage to Shop machinery due to any **misuse** by the *signee*, will be the financial responsibility of said *signee*. "You break it you buy it."
3. **Signee accepts that her/his use of SNTL facilities involves the following inherent risks:**
 - a. including but not limited to serious bodily injury, loss of limb, loss of sight or hearing, or death.
 - b. any such injury may create substantial social and economic loss for them and signee agrees to accept such risks as part of her/his use of SNTL facilities.
4. **Signee understands that by signing this release and waiver, s/he agrees to:**
 - a. release SNTL, its directors, officers, employees, volunteers, and any other agents from all liability and all claims based on negligence or any other conduct, not amounting to intentional conduct or reckless, wanton, or gross behavior, losses, and damages on account of any injury to her/him or damage to her/his property.
 - b. hold harmless SNTL, its directors, officers, employees, volunteers, and any other agents from any and all losses and out-of-pocket costs arising out of negligence or any other conduct, not amounting to intentional conduct or reckless, wanton, or gross behavior, including, without limitation, reasonable legal fees incurred by SNTL on account of any injury or damage signee may receive in connection with her/his use of the SNTL facilities.
 - c. limit the maximum amount of SNTL liability for damages arising out of this Agreement for any losses actually incurred, whether direct, special, incidental, consequential, economic, non-economic and punitive to that amount available under applicable state law on damages.
 - d. consent to be photographed and/or filmed at any given moment by SNTL or a third party for their use; either commercial or not, or consent to reproduction/use of any images of and by signee and/or their child/children in relation to all library activities and classes, and release SNTL, their legal representatives, and assigns from any and all claims, including financial claims, in connection with the use, reproduction, publication of the images thereof.

Signed: _____ Date: _____

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Parent or Guardian (if under 18)