## Waiver of Liability for MakerStudio Activity On the Premises of the Hussey-Mayfield Memorial Public Library (HMMPL) ACKNOWLEDGEMENT, WAIVER, RELEASE, AND ASSUMPTION OF RISK

I request authorization for **myself** or **my child**, \_\_\_\_\_\_\_(participant's name), to use the MakerStudio facility and equipment. I acknowledge that this use is expressly conditioned on agreement to each of the terms of this document. I or we acknowledge and agree as follows:

- 1. My or my child's participation is voluntary in all aspects and I assume all risks of injury and illness that may result from such participation. Activities may involve various hazards, dangers, and risks, including without limitation, the risk of falls, cuts, broken bones, burns, and other wounds.
- 2. I acknowledge possible exposure to dust, fumes, smoke, and noise. HMMPL MakerStudio facilities and equipment include, but are not limited to, 3-dimensional copying and printing machines, computer equipment, plastic materials, and other equipment. Surfaces of floors, workbenches and tables in MakerStudio areas may have debris, dust, liquids, and sharp objects.
- 3. I expressly assume, for myself or ourselves and for my or our heirs, family and estate, executors, administrators, assigns, and personal representatives, all risks arising from my or my child's participation in MakerStudio Activities, whether those risks are known or unknown, or are predictable or unpredictable, or are risks inherent in the MakerStudio Activities.
- 4. I fully release and discharge the Hussey-Mayfield Memorial Public Library, its agents, its employees, facilitators and the exercise leaders ("Released Parties") from all liability, claims, and causes of action from injuries or illness, damages or loss which I or we may have, or which may accrue to me or us on account of my or my child's participation in these activities. This is a complete and irrevocable release and waiver of liability. I specifically and without limitation, release the Released Parties from any liability, claim, or cause of action arising out of the Released Parties' negligence. I covenant not to sue the Released Parties for any alleged liabilities, claims, or causes of action.
- 5. I further agree to indemnify and hold harmless and defend the Released Parties from any and all claims resulting from injuries or illness, damages, or loss, including but not limited to attorney's fees, caused by or arising out of my or my child's participation in these activities.
- 6. In the event of any emergency, I authorize Released Parties to secure from any licensed hospital, physician, or any other medical personnel any treatment deemed necessary for my or my child's immediate care and agree that I will be responsible for payment of any and all medical services rendered.

I have read and fully understand this Acknowledgment, Waiver, Release, and Assumption of the Risk set forth above. I understand that my signed waiver will be retained by the Library. This document is binding upon me, my heirs, children, wards, personal representatives, and anyone else entitled to act on my behalf.

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