

LIABILITY WAIVER
CHARLOTTE WOODWORKERS ASSOCIATION, INC. and/or
MAKERSPACE CHARLOTTE
ASSUMPTION OF RISK AND RELEASE OF ALL LIABILITIES, CLAIMS, AND INJURIES

Please Read Carefully Before Signing

This Assumption of Risk and Release of all Liabilities, Claims and Injuries is required to be executed, at the sole discretion of Charlotte Woodworkers Association, Inc. ("CWA"), MakerSpace Charlotte ("MSC") and their authorized agents, prior to participation in any CWA and/or MSC activities. These activities may include, but are not limited to, using woodworking and other machinery, equipment and tools owned by the CWA and/or MSC. I, _____, as a member of the CWA and/or MSC and/or a participant (or parent or legal guardian of a participant) in certain CWA and/or MSC activities, as a condition to participating in CWA and/or MSC activities, agree to participate (or allow the child named below, of whom I am a parent or legal guardian, to participate) completely at my own risk.

I acknowledge that woodworking and the use of machinery, equipment and tools are dangerous. I represent and certify that I understand the risks involved in using such machinery, equipment and tools and in participating in other CWA and/or MSC activities and willing assume full responsibility for myself (or the child named below, of whom I am a parent or legal guardian) for expenses (including attorney's fees and costs of litigation), loss of personal property, bodily injury and/or death arising out of, or in any way connected with, my participation (or participation of the child named below, of whom I am a parent or legal guardian) in CWA and/or MSC activities.

Without limiting the foregoing, I agree that neither the CWA nor MSC nor any other person associated with the CWA and/or MSC, including but not limited to their respective directors, officers, employees and agents (the CWA and/or MSC, the Landlord and such other persons are referred to collectively as the "Released Parties"), shall be liable for any damages, including but not limited to those arising from personal injuries sustained by me (or the child named below, of whom I am a parent or legal guardian) in or about the CWA's and/or MSC's activities, whether or not caused by negligence of any of the Released Parties. This means that I assume all risks, known and unknown, involved in participation in any CWA and/or MSC activity and will hold the Released Parties harmless for any damages or injuries that I (or the child named below, of whom I am a parent or legal guardian) may sustain in the pursuit of any activity while on or about the CWA's and/or MSC's activities. I assume full responsibility for any injuries or damages that may occur to me (or the child named below, of whom I am a parent or legal guardian) and fully and forever release and discharge the Released Parties from any and all claims, demands, damages, rights or causes of action, whether present or future, known or unknown, anticipated or unanticipated, resulting from or arising out of my use (or the use by the child named below, of whom I am a parent or legal guardian) of the woodworking and other machinery, equipment and tools and/or in any other CWA and/or MSC activities. This includes direct, indirect, punitive, compensatory, exemplary and all types of other damages.

I further agree to abide by and follow all applicable rules, policies and procedures of the CWA and/or MSC during my participation (or the participation by the child named below, of whom I am a parent or legal guardian) in CWA and/or MSC activities. In addition, I agree to immediately report any injuries or property damage or any condition that could be dangerous to others to a representative of the CWA and/or MSC.

This liability waiver shall be construed under the laws of North Carolina, and if any part of the agreement is found to be unenforceable, the remaining portions of the liability waiver shall be enforced to the fullest possible extent.

I HAVE READ AND UNDERSTAND THIS ASSUMPTION OF RISK AND RELEASE OF ALL LIABILITIES, CLAIMS AND INJURIES. I AM UNDER NO INDUCEMENT TO SIGN AND REALIZE THAT BY DOING SO, I GIVE UP SUBSTANTIAL RIGHTS ON BEHALF OF MYSELF (AND THE CHILD NAMED BELOW, OF WHOM I AM A PARENT OR LEGAL GUARDIAN).

Date: _____

Participant's Name: _____ (printed)

_____ (signed)

Parent's or Guardian's Name (if child under 18): _____

_____ (signed)