

# Release of Liability

I understand and acknowledge that there are risks of personal injury, death, and property damage while participating in activities and events and using the facilities, tools, and equipment (collectively the "Facilities") offered by Ace Monster Toys, a California Benefit Corporation doing business as Ace Makerspace and referred to hereafter as "Ace Makerspace".

I understand that some risks are inherent in the use of power and hand tools or while making and fixing things generally and that some other risks may arise from conditions, situations, or activities of which I am presently unaware. I understand that my use of the Facilities involves some risk of injury, particularly when used incorrectly or unsafely by myself or other members. With full understanding of the risks involved and despite this Release, I am willing to participate and use the Facilities.

I, therefore, agree to exercise extreme caution and care in using the Facilities, and that I will abide by all rules in effect and to follow any and all instructions and advice offered by Ace Makerspace and its members. I understand that certain skills and safety procedures are required in order to mitigate the dangers involved in project work.

I agree to wear ear and eye protection at all times when in the work areas that require them and to take all precautionary measures as may be required.

I agree to assume all of the risks and responsibilities in any way associated with the Facilities and activities offered by Ace Makerspace. In consideration of and in return for the services, Facilities, and other assistance provided to me by Ace Makerspace, and its members, I hereby release Ace Makerspace, its agents, and its other members from any and all liability, claims and actions that may arise from injury or harm to me, from my death or from damage to my property in connection with my use of the Facilities.

I understand that this Release covers liability, claims and actions caused entirely or in part by any acts or failures to act by Ace Makerspace, its agents, and other members, including but not limited to negligence, mistake, or failure to supervise. I also agree to defend and indemnify Ace Makerspace and hold it harmless from all third-party claims for any personal injury, death, or property damage arising from my conduct.

In the event of injury, accident and or illness that incapacitates me (and renders me unable to give verbal consent), I hereby consent to receive medical treatment, which may be deemed advisable. I understand and agree that should medical services become necessary if I should suffer an injury, I will be solely responsible for those medical expenses.

I recognize that this Release means that I am giving up, among other things, rights to sue Ace Makerspace, its agents and its other members for injuries, damages, or losses I may incur while using the Facilities. I also understand that this release binds my heirs, executors, administrators, and assigns, as well as myself. I have read the entire Release; I fully understand it and I agree to be legally bound by it.

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Name

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Signature

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Date

## **THIS IS A RELEASE OF YOUR RIGHTS. READ CAREFULLY BEFORE SIGNING.**

If under 18 years of age: The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

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Parent Name

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Minor Name

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Parent/Guardian Signature

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Date