

## **Maker Lab Assumption of Risk, Release, and agreement to Hold Harmless and Indemnify the Grinnell Area Arts Council, Grinnell College, the Maker Lab, and their Representatives**

The Grinnell Area Arts Council (GAAC) and Grinnell College provides and maintains a facility at 927 Broad St. Grinnell, IA (the “Maker Lab”), to which people come to work on various projects and makes available certain tools and equipment, including, but not limited to powered tools.

In consideration of being permitted to use the Maker Lab and the tools and equipment included therein, I (together with my parent or guardian, if I am under the age of eighteen (18), or under a legal disability) agree as follows:

1. I have read the Maker Lab Safety Protocols and Policies and agree to follow the rules laid out therein. I understand that failure to follow these rules may lead to the suspension of my Maker Lab usage privileges.
2. Knowing the risks of working at the Maker Lab and in consideration of being permitted to use the Maker Lab, I hereby freely and voluntarily assume any and all risks arising from or in any way connected with my presence at the Maker Lab or use of any Maker Lab tools or equipment, including, without limitation, any risk related to hazardous conditions at the Maker Lab, injuries that may occur as a result of equipment that malfunctions or breaks, any slip, fall, dropping of equipment, any improper maintenance of equipment or work area, any hazardous condition that may exist in a work area or the surrounding property or the negligent act or omission of Maker Lab, its members, officers, employees or agents.
3. To the maximum extent permitted by law, for myself, my heirs, personal representatives and assigns, I hereby waive, release and discharge and hold harmless from and indemnify the GAAC, Grinnell College, and its members, officers, employees and agents against any and all claims, present and future, damages, demands, liability, rights of action and causes of action arising out of or in any way connected with my presence at the Maker Lab or use of tools or equipment at the Maker Lab, including, without limitation, liability for any loss of property, death or injury suffered by me or for which I may be liable to any other person resulting from any cause, including, but not limited to the negligent act or omission of the Maker Lab, its members, officers, employees and agents.
4. In a medical emergency in which I am unable to provide competent approval to medical treatment, the members, officers, employees and agents of the Maker Lab are authorized to consent to medical treatment for me and are granted the right to agree in my name to the disclosure of any confidential or privileged communication or information related to

the rendering of any such care. I confirm that any costs incurred that are not covered by my medical insurance are my responsibility to pay. I hereby waive, release and discharge the members, officers, employees and agents of the Maker Lab from any claims for damages in connection with decisions made as to first aid or emergency medical treatment for me. I further agree to indemnify and hold harmless the GAAC, Grinnell College, its members, officers, employees and agents from any liability, claim, lawsuit, cost, damage or expense in connection with first aid or emergency medical treatment given to me related to my use of or presence at the Maker Lab.

I (or my parent or guardian) understand that I may have an attorney review this agreement before it is signed. \_\_\_\_\_(initial here)

**I (or my parent or guardian) have carefully read and freely signed this assumption of risk, release, and agreement to hold harmless and indemnify and fully understand that by signing it I am waiving any right I or my successors might have to bring legal action or assert a claim against the GAAC, Grinnell College, its members, officers, employees or agents and am agreeing to hold them harmless from and to indemnify them against certain claims and liability related to my use of or presence at the Maker Lab.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Participant Printed Name

**I, as parent or guardian, agree to indemnify GAAC, Grinnell College, its members, officers, employees or agents for any and all claims (including claims for financial loss, injury, death and costs, including attorney fees) the participant may assert based on their use of or presence at the Maker Lab and any and all claims (including claims for financial loss, injury, death and costs, including attorney fees) any other person (including me) might assert based on any injury or death any participant might experience from use of or presence at the Maker Lab.**

\_\_\_\_\_  
Parent/Guardian Signature  
(required for participants under the age of 18)

\_\_\_\_\_  
Parent/Guardian Name