

Valley Makerspace Membership Application

(To be filed in the locked file cabinet in the front office when completed)

First Name	Last Name	Preferred Name (Optional)	
Mailing Address		City, Province	Postal Code
Email Address		Phone Number	
How did you hear about us? (Optional)			
Emergency Contact Name		Emergency Contact Phone	
Students - Institution Name and Course of Study (Optional)			

I understand, and will abide by, the membership responsibilities listed in the Valley Makerspace Code of Conduct, as well as any safety rules posted or communicated to me while in the makerspace.

I have signed a "Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement". I release Diamond Valley Sustainable Living Center, its members, directors, staff and agents from any and all liability arising out of this application, my use of equipment, tools or space at Valley Makerspace and my participation in any DVSLC program, facility or event.

I agree to pay the required dues for membership. I understand that failure to do this will result in termination of my membership. I understand that dues will continue to be charged unless I request to end my membership.

Signature of Applicant or the Applicant's Parent or Guardian	Date (YYYY-MM-DD)
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Notes or Comments

Payment of your first dues is required with this application.

Payment Amount	Payment Date	Receipt Number (for cheque or cash)
Where will we find your payment? <input type="checkbox"/> I made a one time payment via PayPal or email Interac <input type="checkbox"/> I paid by cheque <input type="checkbox"/> I paid by a credit card (Square) <input type="checkbox"/> I set up a recurring PayPal payment <input type="checkbox"/> I paid by cash		

Sponsors and Approval

Sponsor 1 - Name	Signature	Date Signed
Sponsor 2 - Name	Signature	Date Signed
ID checked by:	Application checked by:	Liability form checked by:
Confirmed by Director:	Signature	Date Signed

DVSLC Valley Makerspace
Release of Liability, Waiver of Claims,
Assumption of Risks and Indemnity Agreement
(**"Release Agreement"**)

Assumption of Risks

I acknowledge that inherent risks, dangers and hazards exist when using hand tools, power tools, supplies, and other equipment commonly used in repair, fabrication, recycling, and other activities hosted by Diamond Valley Sustainable Living Center ("DVSLC"). Participation in such activities and/or the use of equipment associated with repair, manufacture and experimentation may result in damage to personal property, injury, illness, or death. These risks and dangers may be caused by other people, including DVSLC members, participants, or guests, or by accidents, acts of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, electrocution, burns, injury from tools, and injury from slips or falls.

I am responsible for my own safety during makerspace activities, as well as the safety of any visitors I host. This includes ensuring that equipment is in proper working order, and that tools are used safely and responsibly. I agree not to use any tools I do not know how or am not authorized to use. I agree not to use tools or equipment while impaired, including due to alcohol, drugs, sleep deprivation, or illness.

I acknowledge that a Valley Makerspace or DVSLC member who may be acting as my host or sponsor, or other member of the makerspace, may advise me on safe work practices, but this does not constitute comprehensive training, nor a supervisory relationship.

I acknowledge that responsibility for safely using makerspace facilities, tools or equipment is solely my own. Failure to follow reasonable safety protocols or willful violation of reasonable safety rules may result in suspension or termination of my membership or, in egregious cases, legal action.

While I am a probationary member of DVSLC makerspace, I understand that in order to access the space, I must be accompanied by a keyholder, and I will not seek to remain in the space unaccompanied until I have been issued my own access fob.

(initial)_____

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of being allowed to participate in maker, I hereby agree as follows:

- 1. RELEASE OF LIABILITY:** The Participant (me), fully assumes all risks associated with participation in events, and exempts and releases DVSLC, its members, officers, agents, and directors, from any and all liability arising out of any damage, expense, loss or injury including death to the participant or the participant's property while upon DVSLC premises, or using any of DVSLC's equipment, or while participating in any DVSLC activities, whether such loss, damage, or injury results from the negligence of DVSLC, its members, its agents, or from some other cause.
- 2. COVENANT NOT TO SUE:** The Participant agrees never to institute any suit or action at law or otherwise against DVSLC, its members, officers, board members, agents, nor to initiate or any way assist in the prosecution of any claim for damages or course of action that the member, member's heirs, executors or administrators hereafter may have by reason of injury to the person of the member or to the participant's property arising from the activities contemplated by this agreement.
- 3. THIRD PARTY INDEMNIFICATION:** The Participant will indemnify, save and hold harmless DVSLC, its members, officers, directors, or agents from any and all losses, claims, actions, or proceedings of every kind and character which may be presented or initiated by any Third Party and which arise directly or indirectly from the actions of the Participant while engaged in the activities contemplated by this agreement.
- 4. ACCEPTABLE SPEECH AND BEHAVIOUR:** DVSLC is accepting of all races, creeds, genders,

orientations, religions and any other type of identifier. While DVSLC is encouraging of freedom of speech and the open sharing of ideas of all types; hateful speech, harassment, threats or violence will not be tolerated. Use of DVSLC or DVSLC members' equipment while intoxicated or otherwise impaired is forbidden for reasons of safety. Such actions or speech may result in consequences including warnings, membership suspension or termination, or expulsion from the facility (temporarily or permanently).

5. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

6. This Release Agreement and any rights, duties and obligations as between myself and DVSLC, its members, officers, directors or agents shall be governed by and interpreted solely in accordance with the laws of Alberta and no other jurisdiction.

7. Any litigation involving myself and DVSLC, its members, officers, directors, or agents shall be brought solely in Alberta and shall be within the exclusive jurisdiction of the Courts of Alberta.

8. I hereby acknowledge that I have CAREFULLY read all of the provisions above, fully understand the terms and conditions expressed there, and do freely choose acceptance of the provisions of the foregoing paragraphs relating to assumption of risk, release of liability, covenant not to sue, and third party indemnification. I am aware that this is a release of liability and a contract between myself and DVSLC, and sign it of my own free will.

(initial) _____

9. I hereby acknowledge the danger involved in participating at Valley Makerspace, and agree to assume any and all risks of bodily injury, death or property damage, whether those risks are known or unknown.

(initial) _____

10. I hereby acknowledge that I have been shown the safety equipment in the space.

(initial) _____

In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by DVSLC, its members, officers, board members, or agents with the respect to the safety of DVSLC activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND REPRESENTATIVES MAY HAVE AGAINST DVSLC, ITS MEMBERS, OFFICERS, DIRECTORS, OR AGENTS.

Participant Name - Print	
Signature	Date (YYYY-MM-DD)

The following member certifies that the participant has been shown the emergency exits and safety equipment in the facility, and has been given an opportunity to examine this document and appears to understand its contents.

Touring Member Name - Print	Touring Member Signature	Date (YYYY-MM-DD)
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In the case of a participant who is a minor:

I acknowledge and agree to be bound by the terms of this agreement both for myself, and on the part of the minor named as the participant.

Parent or Guardian Name - Print	Parent or Guardian Signature	Date (YYYY-MM-DD)
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