



# Release of Liability, Waiver of Claims, and Assumption of Risks

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION. PLEASE READ CAREFULLY**

This Release of Liability, Waiver of Claims, and Assumption of Risks agreement ("**Agreement**") is executed and made effective by the undersigned Releasor (the "**Releasor**") as of the date this Agreement is signed, in favor of and for the benefit of Makerspace YK and all of its officers, directors, employees, lenders, donors, members, users, guests, volunteers, and all other persons or entities acting therefor (the "**Releasees**").

IN CONSIDERATION OF, the right to enter its facilities; use, provide, or perform services in its facilities; use its equipment, hardware, tools, and/or space; and/or participate in activities provided by the Releasees, (collectively referred to as the "**Activity**"), and for other good, valuable, and legal consideration, the receipt and sufficiency of which are acknowledged, the Releasor agrees as follows:

## **1. Assumption of Risks.**

Releasor acknowledges that their presence, use, provision or performance of services, and/or participation in activities at Makerspace YK, including the use of any equipment, hardware, and/or tools may expose Releasor to certain risks, dangers, and hazards, including serious injury, death, property damage, or other harm, which could occur to the Releasor or others. Releasor is voluntarily participating in the Activity with knowledge and acceptance of the substantial risks, hazards, and other dangers involved. Releasor hereby freely accepts and fully assumes any and all risks of injury (including death) arising out of or in any way connected with the Activity, including the use of any equipment, hardware, and/or tools, even if provided by the Releasees, a third party, or themselves, and whether caused by the negligence of the Releasees or otherwise.

## **2. Release.**

Releasor hereby expressly waives and releases any and all claims which they have or may in the future have against the Releasees, on account of injury, death, or property damage arising out of or attributable to their participation in the Activity, due to any cause whatsoever, including without limitation the negligence of the Releasees, breach of contract, or breach of any statutory or other duty of care owing under occupiers liability legislation, or otherwise. Releasor covenants not to make or bring any such claim against the Releasees, and forever releases and discharges the Releasees from liability under such claims (including any and all claims for direct, indirect, consequential, incidental, contractual, compensatory, tort based, punitive or any other damages or any sort arising from any cause or basis whatsoever).

## **3. Indemnification.**

Releasor, to the fullest extent permitted by law, shall indemnify and hold harmless Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, in connection with any third-party claim, suit, action, or proceeding arising out of or resulting from the Activity.

## **4. Waiver of subrogation.**

Releasor, on its own behalf and on behalf of any insurer that may provide coverage to Releasor, agrees to

waive all rights of subrogation against Releasees for damages to personal property owned by Releasees, injury incurred by Releasees while present at or participating the Activity by Releasee, or any other cause of action related to the Activity.

## **5. Financial Responsibility.**

In the event that Releasor should require medical care or treatment for illness or injury sustained as a result of participation in the Activity, Releasor agrees to be the sole party financially responsible for any costs incurred as a result of such treatment. Releasor represents that adequate health insurance is in effect to cover any injury or illness suffered or damage caused while participating in the Activity.

## **6. General**

This Agreement constitutes the entire agreement of the Releasor and the Releasees with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall enure to the benefit of Releasor and their heirs and next-of-kin, and the Releasees and their successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the Northwest Territories and the federal laws of Canada applicable therein. Any claim or cause of action arising under this Agreement may be brought only in the courts of the Northwest Territories, and the Releasor hereby consents to the exclusive jurisdiction of such courts. Both Releasor and Releasees agree that no rule of construction requiring interpretation against the drafter of this Agreement shall apply. The confirmed intent of this Agreement is to release the Releasees from any and all claims, known and unknown, past or future, of any cause whatsoever to the fullest extent possible as it relates to the Activity.

Releasor has had sufficient time to read this entire Agreement and acknowledges being given the opportunity to seek advice prior to signing and has had an opportunity to do so and has freely chosen to sign the Agreement.

**I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS, AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE MAKERSPACE YK AND THE RELEASEES.**

BY SIGNING BELOW, RELEASOR HAS READ OR REVIEWED THIS AGREEMENT AND VOLUNTARILY AGREES TO BE BOUND BY ITS TERMS.

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**Releasor (Print Name)**

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**Date**

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**Signature**