hack.rva Membership Agreement

Membership Rights and Privileges

1. Access to the space to work on projects on your own or in collaboration with other members.
2. Use of community tools and equipment within the space.
3. Discounts on workshops and events.
4. Designated storage area for materials.
5. Voting rights in hack.rva decisions.

Access and Security

1. I agree that for security reasons I may be subject to video surveillance whilst accessing and using the space.
2. I assume full responsibility for my access device and I will be required to purchase another if it is lost, stolen or damaged.
3. I agree to immediately report any loss or theft of my access device to hack.rva so that steps can be taken to deactivate it.
4. I understand that any unreasonable delay in reporting the loss or theft of an access device may make me liable for any loss or damage as a result of unauthorized use of that access device.
5. I agree not to lend my access device or access code to any other person or to permit any other person to enter the space, nor will I make copies of the access device.
6. I agree to take responsibility for the security of the space, ensuring doors and windows are closed and locked as appropriate when the space is left unoccupied.
7. I agree that anything that I place or store in the space is left there entirely at my own risk. I agree that, whilst hack.rva will make reasonable efforts to secure the space, I will not hold hack.rva liable for any loss of, or damage to, any of my property.
8. I understand that hack.rva is not a residence and I agree that I will not use the hack.rva premises as a temporary or permanent residence. Sleeping overnight at hack.rva is prohibited.

Respect and Courtesy

1. I agree to be considerate to other users of the space when using loud machinery, speaking loudly, playing music etc.
2. I agree not to touch, utilize, or tamper with any tool or piece of equipment that does not belong to me unless I have been invited to use it by the owner or unless the owner has clearly identified that tool or equipment is intended for shared use.
3. I agree not to remove any tools or equipment that does not belong to me without the explicit permission of its owner.
4. I agree to compensate hack.rva for the full cost of repair or replacement of any furniture, fittings, tools or anything else that is lost or damaged as a result of any careless or negligent act on my behalf.
5. I agree to keep the space reasonably tidy, placing trash in bins, putting furniture, equipment, and tools back where they belong after using them, etc.
6. I agree not to verbally or physically harass or assault any member in any way whatsoever.
7. I agree not to discriminate against any member on the basis of age, gender, ethnic origin, sexuality, etc.

Safety

1. I agree to attend safety training before using equipment.
2. I agree to ensure that equipment is unplugged when I leave (specifically soldering irons).
3. I agree not to mix alcohol and machinery or equipment, nor to engage in any unsafe activities while not in a safe state.
4. All robots built should abide by Asimov's 3 laws of robots.
5. The hack.rva partners reserve the right to kick you out for any deemed level of alcoholic or substance abuse.
6. I agree to follow safety guidelines.

Cleanliness

1. All tools should be replaced to the original location after use
2. Any tools that require consumables (blades, bits, printer stock, etc.) shall be replaced or maintained by members.
3. Lights should be turned off when you leave and the thermostat returned to the appropriate setting.

Member Requirements

1. If you wish to cancel your membership, you must notify hack.rva in writing (email or paper) 30-days in advance
2. Be true to the goals of hack.rva – to share knowledge and foster open source design

Guests

Guests are permitted, with the following caveats:

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1. Guests are allowed at the discretion of the hack.rva partners
2. Guests are allowed with, and only with, their accompanying member.
3. Guests must be respectful and follow all guidelines when on site.
4. Guests may not use any tools or equipment with the exception of special events where necessary training has been provided.
5. Members are responsible for damage caused by their guests.
6. All guests must complete a Guest Liability Waiver upon entry. Guests fully assume all risks associated with participation in events and exempts and releases HackRVA, its members, officers, agents, and directors from liability arising out of any damage, loss or injury to the participant or the participant's property while upon the premises or using any equipment of the organization or while participating in any of the activities contemplated by this agreement whether such loss, damage, or injury results from the negligence of the corporation, its members, agents, or from some other cause.

Release of Liability

In consideration for my being permitted to participate in the activities of hack.rva, I agree to the following waiver and release:

ASSUMPTION OF RISK: I acknowledge that inherent risks, dangers and hazards exist when using hand tools, power tools, working with or constructing electronic circuits, soldering, welding or otherwise working with metal, using chemicals or building materials and other related activities. Participation in these activities and the use of equipment associated with electronics, manufacturing, construction and scientific practices may result in injury, illness, death or damage to personal property. These risks and dangers may be caused by myself, other participants, by accident, acts of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to electrocution, burns, impalement, injury from slips or falls, or loss of limb.
RELEASE OF LIABILITY: The member fully assumes all risks associated with participation in events and exempts and releases hack.rva, its members, officers, agents, and directors from liability arising out of any damage, loss or injury to the participant or the participant's property while upon the premises or using any equipment of the organization or while participating in any of the activities contemplated by this agreement whether such loss, damage, or injury results from the negligence of the corporation, its members, agents, or from some other cause.
COVENANT NOT TO SUE: The participant agrees never to institute any suit or action at law otherwise against hack.rva, its members, officers, board members, agents, nor to initiate or any way assist the prosecution of any claim for damages or course of action which 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.
THIRD PARTY INDEMNIFICATION: The member will indemnify, save and hold harmless hack.rva, its members, officers, board members, or agents from any and all losses, claims, actions, or proceedings of every kind and character which may be presented or initiated by any other persons or organizations and which arise directly or indirectly from the actions of the member while engaged in the activities contemplated by this agreement.

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.

Disclaimer

Hack.rva provides all services "as is", as a service, and not as a lease of real property, and disclaim all warranties and conditions, whether express, implied or statutory, including, but not limited to, merchantability, fitness for a particular purpose or use. There is also no warranty of title, quiet enjoyment or possession. the entire risk of participating in or using the hack.rva service, remains with you.

Printed Name: _____ Phone #: _____ Email: _____

Signature: _____ Date: _____