**ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY**

For Participants Over the Age of Majority in the Province or Territory in which the Makerspace Activities are provided by Douglas College

**WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY!**

**Every Person Must Read and Understand this Waiver Before Participating in Makerspace Activities**

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me (the Participant) with and for the benefit of: Douglas College, its directors, officers, employees, students, volunteers, business operators, agents and site property owners or lessees (collectively the "Host"). Without limiting the generality of the foregoing, "Makerspace Activities" includes but is not limited to use of 3D printers and printing materials (filament, plastics (ABS), participation in workshops, use of other emerging technologies (computers, circuitry, virtual reality headsets, drones, laser cutters, welders, soldering irons, and the materials associated with them) and instructions provided by the "Host" to the Participant.

**Initial Each Item below after Reading and Understanding each item:**

**\_\_\_\_\_\_\_1.** I am aware that there are inherent dangers, hazards and risks (collectively "Risks") associated with "Makerspace Activities" and injuries resulting from these "Risks" are a common occurrence. I am aware that the "Risks" of "Makerspace Activities" mean those dangerous conditions which are an integral part of "Makerspace Activities", including but not limited to: (a) the propensity of new technologies to break or behave erratically; (b) the unpredictability of the product, materials, and experiences that involve emerging technologies; (c) the potential for other participants to behave in a negligent manner that may contribute to injury to themselves or others, including failing to act within their abilities to operate the emerging technology.

**\_\_\_\_\_\_\_2**. I freely accept and fully assume all responsibility for all "Risks" and possibilities of personal injury, death, property damage or loss resulting from my participation in "Makerspace Activities".

**\_\_\_\_\_\_\_3**. I agree that although the "Host" has taken steps to reduce the "Risks" and increase the safety of the "Makerspace Activities", it is not possible for the "Host" to make the "Makerspace Activities" completely safe. I accept these "Risks" and agree to the terms of this waiver even if the "Host" is found to be negligent or in breach of any duty of care or any obligation to me in my participation in "Makerspace Activities".

**\_\_\_\_\_\_\_4.** In addition to consideration given to the "Host" for my participation in "Makerspace Activities", I and my heirs, next of kin, executors, administrators and assigns (collectively my "Legal Representatives") agree: (a) to waive all claims that I have or may have in the future against the "Host"; (b) to release and forever discharge the "Host" from all liability for any personal injury, death, property damage, or loss resulting from my participation in the machine activity due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the "Host"; and (c) to be liable for and to hold harmless and indemnify the "Host" from all actions, proceedings, claims, damages, costs demands, including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my participation in "Makerspace Activities".

**\_\_\_\_\_\_\_5.** I agree that this waiver and all terms contained herein are governed exclusively and in all respects by the laws of the Province or Territory of Canada in which the "Makerspace Activities" are provided by the "Host". I hereby irrevocably submit to the exclusive jurisdiction of the courts of that Province or Territory of Canada and I agree that no other court can exercise jurisdiction over the terms and claims referred to herein. Any litigation to enforce this waiver will be instituted in the Province or Territory of Canada in which the "Makerspace Activities" are provided by the "Host".

**\_\_\_\_\_\_\_6.** I confirm that I have had sufficient time to read and understand this waiver in its entirety. I understand that this agreement represents the entire agreement between myself and the "Host", and it is binding on myself and my "Legal Representatives".

**\_\_\_\_\_\_\_7.** I confirm that I have reached the age of majority in the province in which I am participating in "Makerspace Activities".

**Please Print Clearly**

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

Date of Birth \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Province \_\_\_\_\_\_ Postal Code \_\_\_\_\_\_\_\_\_\_\_\_\_

Signed this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_

(Signature of Participant) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print Name of "Host" Witness to Signing and Initialing)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_\_