



## **KZOO MAKERS MEMBERSHIP AGREEMENT / LIABILITY WAIVER**

**DEFINITIONS:** "Member" is any person that subscribes for monthly access to Kzoo Makers facilities, services, activities and/or workshops. "Guest" is any person accessing Kzoo Makers facilities, services, and/or classes and who is not a member. "Staff" is any Kzoo Makers owner, manager, employee, agent, contractor, or instructor.

"Gross Negligence" is defined as conduct so reckless that it demonstrates a substantial lack of concern for whether an injury results, consistent with the definition of gross negligence under applicable Michigan law.

"Staff" means any Kzoo Makers director, officer, employee, volunteer, contractor, agent, board member, manager, facilitator or instructor.

"Willful Misconduct" is an intentional act or omission that violates a known rule or standard, done with the knowledge that harm is likely to result, showing a deliberate disregard for safety or duty, and is far more serious than mere negligence. It involves consciously choosing to do wrong, failing to do what's required, or acting with reckless indifference to obvious dangers.

**ASSUMPTION OF PERSONAL RISK:** THIS IS A DANGEROUS FACILITY. SERIOUS INJURY, PERMANENT DISABILITY, OR DEATH CAN OCCUR.

Kzoo Makers is a shared makerspace that provides access to industrial, mechanical, electrical, chemical, and other potentially hazardous tools, equipment, materials, and activities. Hazards include, but are not limited to, moving machinery, cutting tools, lasers, high temperatures, electrical energy, compressed air, sharp objects, heavy materials, fire risks, toxic substances, and human error. All of these have the potential to cause permanent injury or death.

By entering the facility or participating in any activity, the Member acknowledges that injury or death is a real and foreseeable risk, even when safety procedures are followed and equipment is used as intended.

**MEMBERSHIP AGREEMENT:** Terms of membership are contained in this Agreement. Any verbal or other representation of membership terms made outside this agreement is null

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and void and of no force and effect.

PAYMENTS OF DUES: Membership dues are due as stated on the issued invoice. Payment is required by the due date specified on the invoice, which may be based on the invoice issuance date. Late payment may be accepted at the discretion of Kzoo Makers; however, Members may not operate any tools or equipment, or access restricted areas, until all outstanding dues and charges have been paid in full.

Failure to timely pay dues constitutes a violation of this Agreement and may result in suspension of access, restriction of privileges, or termination of membership in accordance with this Agreement.

ASSIGNMENT: Membership to Kzoo Makers is personal to the Member and may not be transferred at any time to another person.

TERMINATION OF MEMBERSHIP: Kzoo Makers reserves the right, in its sole discretion, to suspend or terminate a Member's membership at any time, with or without cause, and with or without prior notice. Termination may occur for, but is not limited to, violations of this Agreement, SOPs, safety rules, nonpayment of fees, conduct deemed unsafe, disruptive, or inconsistent with the mission or operation of Kzoo Makers, or for any other reason deemed appropriate by Kzoo Makers staff or directors. Termination of membership does not relieve Member of any outstanding payment obligations and does not entitle Member to any refund of fees.

CANCELLATION OF MEMBERSHIP: A Member may cancel membership by providing at least fourteen (14) days' written notice prior to the start of the next billing cycle. Upon proper notice, recurring billing will cease and facility access will terminate at the end of the current billing cycle. If a member wants to suspend or downgrade membership, we oblige requests on a case-by-case basis, and make every effort to reasonably accommodate these requests.

EQUIPMENT AVAILABILITY: Kzoo Makers will endeavor to make all equipment available on a regular basis. Equipment may be added, removed, or modified at any time. The unavailability of equipment is not grounds for termination of this agreement. Access to equipment may be limited to allow shared use by other members.

OPERATION OF EQUIPMENT: Failure to operate equipment in the prescribed manner is grounds for suspension of member's privileges to use specific equipment or all equipment (as determined in Kzoo Makers sole discretion). Suspension of privileges to use equipment is not grounds for termination of this agreement. A member may only operate equipment that the member has been authorized to operate by Kzoo Makers staff. Specifically identified equipment will require the successful completion of a safety workshop prior to operation. A fee (as set forth in Kzoo Makers price list) will be charged for the initial completion of the safety class. No fee will be charged for repeat attendance of the same class. Kzoo Makers reserves the right to change the schedule and content of the safety classes and, with a

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thirty (30) days notice, the fee structure of the safety classes.

NO WARRANTY OF TOOL CONDITION, FITNESS, OR CALIBRATION: Member acknowledges and agrees that all tools, equipment, machinery, and systems at Kzoo Makers are provided on an "as-is" and "as-available" basis. Kzoo Makers makes no representations or warranties, express or implied, regarding the condition, accuracy, calibration, precision, fitness for a particular purpose, or safe operation of any equipment. Member is solely responsible for independently inspecting, testing, verifying, and determining the suitability, safety, and proper configuration of any tool or equipment prior to use. Authorization to use equipment, completion of training, or staff assistance does not constitute a representation that such equipment is safe, properly calibrated, or suitable for any specific use or project.

MEMBER LIABILITY WAIVER, ASSUMPTION OF RISK, & INDEMNIFICATION: Member acknowledges that participation in activities at Kzoo Makers involves inherent risks, including but not limited to personal injury, property damage, fire, electrocution, burns, exposure to hazardous materials, and equipment malfunction. Members voluntarily assume all such risks, whether foreseeable or unforeseeable, arising from or related to use of the Kzoo Makers facilities, equipment, tools, services, or participation in any activities or classes. To the fullest extent permitted by law, Member hereby releases, waives, and discharges Kzoo Makers and its owners, directors, officers, staff, volunteers, agents, contractors, and affiliates from any and all claims, demands, causes of action, damages, losses, liabilities, or expenses arising out of or related to Member's use of the facilities or participation in activities, including claims arising from the negligence of Kzoo Makers, except to the extent caused by gross negligence or willful misconduct.

Member agrees to defend, indemnify, and hold harmless Kzoo Makers from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from or related to:

- (a) Member's acts or omissions;
  - (b) Member's violation of this Agreement or any SOP;
  - (c) any injury or damage caused by Member or Member's guest to any person or property;
- or
- (d) any third-party claims arising from Member's projects, materials, or activities.

INTEGRATION WITH SEPARATE WAIVERS: Member acknowledges and agrees that any separate Release, Indemnity, and Assumption of Risk Agreement executed in connection with membership, classes, workshops, or facility access is hereby incorporated into and made part of this Agreement as if fully set forth herein. In the event of any conflict, the more protective provision in favor of Kzoo Makers shall govern.

GUESTS: A member may bring not more than one(1) into the Kzoo Makers facility at any one time. Guests will be required to complete a Privacy Release, RELEASE, INDEMNITY, AND ASSUMPTION OF RISK AGREEMENT. Guests of the members are subject to all the same rules as regular members; however, guests may not operate equipment (including

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computers) at any time. The guest also agrees to always be in the presence and escort of the inviting member while at the Kzoo Makers' facility. The inviting member will be responsible for his/her guest.

DIRECTION OF KZOO MAKERS' STAFF AND ADHERENCE TO PROCEDURES: Members and guests must comply with directions of Kzoo Makers staff and must also adhere to Kzoo Makers general and equipment-specific Standard Operating Procedures ("SOP").

INTERNET ACCEPTABLE USE POLICY: Kzoo Makers provides internet access as a convenience. Use is a privilege, not a right. Members and Guests agree they shall not use Kzoo Makers' internet, network, or connected systems to:

- Engage in any unlawful, fraudulent, or prohibited activity;
- Access, transmit, or store content that is illegal, obscene, explicit, defamatory, threatening, harassing, or discriminatory;
- Infringe upon the intellectual property rights of others, including copyright infringement, piracy, or unauthorized distribution of protected material;
- Attempt to gain unauthorized access to any computer systems, networks, accounts, data or introduce malware, viruses, ransomware, or any other malicious code;
- Operate servers or high-bandwidth services without prior written approval from Kzoo Makers.

HARASSMENT, DISCRIMINATION, AND CONDUCT: Kzoo Makers commits to maintaining a safe, respectful, and inclusive environment. Harassment, intimidation, discrimination, or abusive conduct of any kind is STRICTLY prohibited. Members and Guests shall not engage in behavior that is verbal, physical, written, visual, or electronic that is threatening, hostile, disruptive, or offensive, including but not limited to bullying, intimidation, unwanted sexual advances or comments, discriminatory conduct based on any protected characteristic under applicable law, persistent unwanted contact, stalking, or retaliation. This prohibition applies to conduct occurring in person, online, through use of Kzoo Makers' internet or systems, or in connection with any Kzoo Makers activity, whether on or off the premises when related to membership or facility use. Kzoo Makers reserves the right, in its sole discretion, to investigate any alleged violation and to impose consequences including warnings, suspension of access or privileges, or immediate termination of membership without refund. Members are responsible for the conduct of their Guests, and violations by a Guest may be treated as violations by the inviting Member. Report violations to [contact@kzoomakers.org](mailto:contact@kzoomakers.org) any Board Member, staff or volunteer directly depending on your level of comfort.

DAMAGE, CLEANING, AND PERFORMANCE: Each Member shall maintain the Kzoo Makers facilities and equipment in accordance with Kzoo Makers rules and SOP (Standard operating procedure). Any damage to Kzoo Makers' facilities and/or equipment must be reported to staff immediately. Any Member that damages Kzoo Makers' facilities and/or equipment will be responsible for the cost of such repair if the damage was the result of such members' carelessness and/or failure to follow SOP. Additionally, a Member shall be responsible for the cost of repair if the damage was the result of the carelessness and/or failure to follow SOP

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by any guest of a member.

NON-PRODUCTION USE ONLY: Kzoo Makers provides the facilities to the member for the shared use of all members. The facilities are not provided as a place of business or production of commercial goods, except by specific written agreement with Kzoo Makers. Unless otherwise agreed to by Kzoo Makers, the use of the facilities for any purpose other than personal, non-commercial activities is prohibited.

CONSUMABLES AND RAW MATERIALS: Members are responsible for the purchase or provision of consumables and raw materials. Kzoo Makers may provide, but does not guarantee to provide, limited and basic tooling for some equipment. In order to maintain equipment service conditions and warranties, certain consumables and raw materials must be purchased from Kzoo Makers. Staff members will provide that information upon request. Kzoo Makers is not responsible for any aspect of materials and tooling provided by Members and reserves the right to decline the donation of materials and tooling.

HAZARDOUS MATERIALS: Hazardous and toxic materials are not allowed into Kzoo Makers' facility without the prior written approval of Kzoo Makers staff. Members must complete a Hazardous Materials Information Sheet ("HMIS") prior to bringing hazardous materials into Kzoo Makers' facility. Members must also furnish a Materials Safety Data Sheet ("MSDS") for hazardous material (available from the material manufacturer). Members must remove all hazardous materials from Kzoo Makers' facility at the end of each day unless Kzoo Makers staff provides specific written approval.

STORAGE SPACE: A limited number of general storage spaces are available to rent, at Kzoo Makers, for an additional charge. A Member shall be responsible for securing all items stored in general storage and Kzoo Makers shall have no liability for any loss or damage that a Member may experience when storing items or materials in any such storage space.

STORAGE LABELING, DURATION, AND ABANDONMENT: All items stored at Kzoo Makers must be clearly labeled with the Member's name and the date placed into storage, in accordance with posted rules or SOPs. Storage privileges are limited, may be modified or revoked at any time, and do not guarantee long-term or exclusive use of any space. Property left unlabeled, stored outside approved areas, stored beyond permitted time limits, or remaining after membership lapse, suspension, termination, or written notice to vacate shall be deemed abandoned. Abandoned property may be removed, relocated, disposed of, recycled, donated, or destroyed at Kzoo Makers' sole discretion without compensation or liability to the Member or Guest.

NO BAILMENT OR CUSTODIAL RELATIONSHIP: Member acknowledges and agrees that no bailment, custodial, or safekeeping relationship is created by the presence, use, or storage of any property, materials, projects, tools, or equipment at the Kzoo Makers facility, whether stored in general storage, work areas, lockers, shelves, or elsewhere. All such property remains at the sole risk of the Member or Guest, and Kzoo Makers assumes no duty of care,

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control, supervision, or responsibility for such property except as expressly required by law.

VACATING FACILITY: In the event, a Member fails to maintain his/her membership in good standing, such Member must vacate the Kzoo Makers facility and remove all of such Member's materials from the Kzoo Makers facility within 7 days of written notice from Kzoo Makers.

SUSPENSION, RESTRICTION, OR MODIFICATION OF ACCESS: Member acknowledges and agrees that any suspension, restriction, limitation, modification, or partial shutdown of access to the facility, equipment, tools, programs, services, hours, or privileges—whether temporary or permanent, and whether applied to an individual Member or generally—shall not constitute a breach of this Agreement.

Such actions shall not give rise to any claim for damages, credits, offsets, refunds, fee reductions, or other compensation of any kind, except where expressly required by applicable law.

USE OF FACILITIES AND COMPLIANCE WITH LAW: Kzoo Makers' facility and property shall be used only for lawful purposes and only for activities expressly permitted by Kzoo Makers. Only property owned by or in the custody of a Member may be brought into and stored in the Kzoo Makers facility. The fabrication, modification, assembly, or repair of any sort of weapon is strictly prohibited. Kzoo Makers reserves the right, in its sole discretion, to prohibit any equipment, materials, tools, or activities that it determines may pose a safety, legal, or liability risk, including but not limited to firearms, firearm-related work, or weapon-adjacent projects.

INTELLECTUAL PROPERTY AND CONFIDENTIALITY: All ideas, designs, inventions, works of authorship, prototypes, data, and other materials created, developed, or brought into the Kzoo Makers facility by a Member or Guest ("Member Materials") shall remain the sole property of the Member or Guest, as applicable. Kzoo Makers does not claim any ownership interest in Member Materials. Member acknowledges and agrees that Kzoo Makers is a shared, open, collaborative environment and that Kzoo Makers does not and cannot guarantee the confidentiality, secrecy, or exclusivity of any Member Materials, projects, or information. Kzoo Makers shall have no duty to protect, monitor, or enforce the intellectual property rights of any Member or Guest. Member assumes all risk associated with the disclosure, observation, or use of Member Materials by others and agrees that Kzoo Makers shall not be liable for any loss, theft, misappropriation, or infringement of intellectual property occurring within or in connection with use of the facility. Nothing in this Agreement shall be construed as creating any partnership, joint venture, agency, or fiduciary relationship between Kzoo Makers and any Member or Guest.

INTOXICATION AND IMPAIRMENT: Members and guests are strictly prohibited from operating, assisting with, or being in the immediate vicinity of any powered equipment while intoxicated or impaired. Intoxication includes, but is not limited to, impairment due to alcohol, cannabis, or any prescription or non-prescription drug that carries a warning

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regarding the operation of machinery, heavy equipment, or tools. Any Member or guest who appears impaired may be required to immediately cease activities, vacate the equipment area, or leave the facility at the direction of Kzoo Makers staff. Membership can be terminated without refund at the sole discretion of Kzoo Makers based on severity or impact of any specific incident. Determinations of impairment are made at the sole discretion of Kzoo Makers and are final.

NON LIABILITY OF Kzoo Makers AND INSURANCE OBLIGATION OF MEMBER; WAIVER OF SUBROGATION: Member is responsible for maintaining his/her own personal health, property and liability insurance while in Kzoo Makers' facility.

Member hereby waives, and agrees to cause any applicable insurer to waive, any and all rights of subrogation, recovery, or reimbursement against Kzoo Makers and its owners, directors, officers, staff, volunteers, agents, contractors, and affiliates for any loss, damage, injury, or expense covered or required to be covered by insurance maintained by the Member. Member acknowledges that this waiver applies regardless of fault and survives termination of membership.

PERSONAL PROPERTY: Kzoo Makers is at no time responsible for the acts, omissions and/or property of any Member (whether such property is owned or in the custody of such Member).

MINORS AND YOUTH PARTICIPATION: Individuals under the age of eighteen (18) ("Minors") are permitted to access the Kzoo Makers facility only with the prior written consent of a parent or legal guardian and subject to all restrictions imposed by Kzoo Makers. Kzoo Makers reserves the right to establish minimum age requirements, supervision requirements, equipment access restrictions, and program-specific rules for Minors, which may vary by activity or equipment and may be modified at any time. A parent or legal guardian of a Minor ("Guardian") must execute this Agreement on behalf of the Minor. The Guardian acknowledges and agrees that Minors cannot waive liability on their own behalf and, to the fullest extent permitted by law, the Guardian hereby assumes all risks associated with the Minor's participation in activities at Kzoo Makers, including use of the facilities, equipment, tools, and participation in any classes or programs. The Guardian further agrees to release, waive, and discharge Kzoo Makers and its owners, directors, officers, staff, volunteers, agents, contractors, and affiliates from any and all claims arising from or related to the Minor's participation, except to the extent caused by gross negligence or willful misconduct, as defined in this Agreement. The Guardian agrees to defend, indemnify, and hold harmless Kzoo Makers from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the Minor's acts or omissions, the Guardian's acts or omissions, or the Minor's participation in activities at Kzoo Makers. Unless expressly authorized in writing by Kzoo Makers, Minors must be under the direct supervision of their Guardian at all times and may not operate hazardous equipment, or equipment requiring safety certification. Kzoo Makers staff may deny or revoke a Minor's access at any time in its sole discretion. The Guardian

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acknowledges that Kzoo Makers is not a childcare facility and assumes no responsibility for supervision, monitoring, or control of Minors beyond enforcement of general safety rules.

CONSULTING/ASSISTING: The Kzoo Makers staff is available for general consultation or assistance regarding a Member's project and/or the Kzoo Makers' equipment and facilities. For an additional fee (discussed between members) a Member may make arrangements for more extensive consultation and/or assistance with a specific project. Any extended consultation and/or assistance will be provided in a commercially reasonable manner; however, Kzoo Makers shall not have control over, a charge of, or responsibility for the design, engineering, methods, techniques, sequences or procedures in connection with a Member's project.

REFUNDS AND NON-REFUNDABILITY: All membership fees, dues, class fees, safety training fees, storage fees, and any other charges paid to Kzoo Makers are non-refundable to the fullest extent permitted by law. Membership fees are not prorated for partial months, periods of nonuse, suspension, termination (with or without cause), or facility closure. No refunds or credits shall be issued for unused time, loss of access, equipment unavailability, or changes to services or facilities, except where expressly required by applicable law.

ATTORNEYS' FEES AND COSTS OF ENFORCEMENT: Should Kzoo Makers, or anyone acting on its behalf, be required to initiate or participate in any action, proceeding, or enforcement effort to enforce this Agreement or any provision herein, whether through litigation, arbitration, collection activity, or otherwise, Member agrees to reimburse Kzoo Makers for all reasonable attorneys' fees, court costs, and related expenses incurred, to the fullest extent permitted by law.

PHOTOGRAPHY, VIDEO, AND MEDIA RELEASE: Member grants Kzoo Makers the irrevocable right and permission to photograph, record, or otherwise capture the Member's name, image, likeness, voice, and participation in activities at the facility, whether by photograph, video, audio, security surveillance, or other media. Member acknowledges and agrees that surveillance cameras and other monitoring systems may be in use within the facility, and that such monitoring may be continuous or intermittent. I acknowledge Kzoo Makers will own such images or videos. Member authorizes Kzoo Makers to use, reproduce, publish, display, distribute, and otherwise utilize such media, in whole or in part, for lawful purposes including but not limited to marketing, promotional materials, educational content, training, grant applications, donor communications, websites, social media and printed media without compensation or further approval. Member waives any right to inspect or approve the finished media and releases Kzoo Makers from any claims arising out of the use of such media, including claims for invasion of privacy, defamation, or right of publicity, to the fullest extent permitted by law. For Minors, this consent is granted by the parent or legal guardian executing this Agreement on the Minor's behalf.

NO EXPECTATION OF PRIVACY / INSPECTION AUTHORITY: Member acknowledges and agrees that Kzoo Makers is a shared, multi-user facility and that no Member or Guest has

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any expectation of privacy with respect to items brought into, stored within, or used at the Kzoo Makers facility, including but not limited to storage areas, shelves, lockers, bins, workspaces, projects, materials, tools, containers, bags, or equipment. To the fullest extent permitted by law, Kzoo Makers reserves the right, but not the obligation, to inspect, access, open, move, secure, photograph, document, inventory, remove, or dispose of any Member or Guest property located on Kzoo Makers premises, with or without prior notice, when Kzoo Makers determines, in its sole discretion, that such action is reasonably necessary for safety, security, legal or insurance compliance, facility operations, space management, policy enforcement, or risk mitigation, including but not limited to suspected violations of this Agreement or SOPs, safety or hazardous-material concerns, improper or unauthorized storage, emergencies, membership lapse, suspension or termination, abandonment of property, or compliance with lawful requests. Kzoo Makers shall have no liability for loss, damage, or disclosure of Member or Guest property arising from such inspection, handling, or removal, except to the extent caused by gross negligence or willful misconduct. Nothing in this section authorizes Kzoo Makers to conduct searches in violation of applicable law; however, Member expressly consents to reasonable administrative inspections of property located within the facility as a condition of membership and facility use.

KEYS, KEYFOBS, AND ACCESS CONTROL: Any keys, keyfobs, access cards, or electronic credentials issued to a Member remain the property of Kzoo Makers and are issued solely for the Member's personal use. Members shall not lend, share, duplicate, transfer, or permit use of access credentials by any other person. Loss, theft, or compromise of access credentials must be reported to Kzoo Makers immediately. Kzoo Makers reserves the right to deactivate, revoke, or modify access credentials at any time. Members may be held financially responsible for replacement costs, unauthorized access, damage, theft, or losses resulting from misuse, sharing, or failure to timely report lost or compromised access credentials. If your keyfob is lost or stolen, email [contact@kzoomakers.org](mailto:contact@kzoomakers.org).

EMERGENCY MEDICAL CONSENT: Member authorizes Kzoo Makers staff, volunteers or members to contact emergency medical services and to obtain emergency medical treatment for the Member if, in the reasonable judgment of Kzoo Makers staff, such treatment is necessary due to illness, injury, or medical emergency occurring at or in connection with use of the facility. Member understands that Kzoo Makers assumes no responsibility for the provision, quality, or outcome of any medical care and that all costs associated with such care are the sole responsibility of the Member.

POSTED RULES AND SOPs: Member acknowledges that Kzoo Makers maintains additional rules, policies, safety requirements, and Standard Operating Procedures ("SOPs") that may be posted as signage within the facility, published online, or otherwise communicated to Members from time to time. All such posted or communicated rules and SOPs are incorporated into this Agreement by reference and are binding upon Members and Guests as a condition of facility use. Kzoo Makers reserves the right to modify, update, or adopt new rules, policies, or SOPs at any time, with or without prior notice, including immediate changes required for safety, legal compliance, or operational necessity. Continued use of the

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facility constitutes acceptance of such rules and changes.

PROHIBITED POLITICAL CONTENT: Kzoo Makers is legally obligated by the IRS to maintain organizational neutrality towards political parties, candidates and office holders. Therefore the facility, equipment, tools, materials and consumables may not be used to fabricate, modify, assemble, distribute, store, or support materials that endorse, oppose, promote, disparage, or call for the election, defeat, recall, resignation, or removal of any clearly identified candidate for public office, current elected or appointed public official, political party, or political campaign, including but not limited to signage, slogans, merchandise, or protest materials directed at a named individual or officeholder. This prohibition applies regardless if materials are intended for personal use, noncommercial use, commercial use, protests, demonstrations, picketing or other activities with or without profit incentive.

However, nothing in this section prohibits Members from engaging in lawful, non-partisan, issue-based expression that does not reference, target, or reasonably identify a specific political party, candidate or public official, provided such activity otherwise complies with this Agreement and applicable law.

Kzoo Makers reserves the right, in its sole discretion, to refuse, halt, restrict, or require removal of any project, material, or activity that it determines may violate this section or pose a legal, regulatory, financial or organizational risk. Any violation of this section constitutes grounds for immediate suspension or termination of membership without refund.

EXPORT CONTROL COMPLIANCE: Member acknowledges that certain technologies, designs, software, equipment, materials, and technical data may be subject to United States export control laws and regulations, including but not limited to the International Traffic in Arms Regulations ("ITAR"), the Export Administration Regulations ("EAR"), and economic sanctions administered by the U.S. Department of the Treasury. Member agrees that Kzoo Makers' facilities, equipment, tools, systems, and resources may not be used to create, access, share, fabricate, modify, store, or transmit any controlled technical data, export-restricted designs, or regulated items, nor to provide assistance, training, or services to any person or entity prohibited or restricted under applicable export control or sanctions laws. Kzoo Makers does not screen projects for export-control compliance and assumes no responsibility for determining whether any Member activity is subject to such laws. Compliance with all applicable export control and sanctions requirements is solely the responsibility of the Member. Any violation of this section constitutes grounds for immediate suspension or termination of membership.

FORCE MAJEURE / FACILITY CLOSURE: Kzoo Makers shall not be liable for any failure or delay in performance under this Agreement, nor shall such failure constitute a breach, if caused by events beyond its reasonable control, including but not limited to acts of God, fire, flood, severe weather, utility outages, equipment failure, pandemics, public health emergencies, government orders, labor shortages, building repairs, relocation, or other circumstances that render the facility partially or wholly unavailable. During any such

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period, membership fees shall continue unless otherwise determined by Kzoo Makers in its sole discretion. Temporary closure or reduced access shall not entitle Member to refund, or damages.

HOURS AND AVAILABILITY: Hours of operation, days of availability, access windows, staffing coverage, and scheduling may be established, modified, reduced, suspended, or eliminated at any time in Kzoo Makers' sole discretion, with or without notice. Any such changes shall not constitute a breach of this Agreement and shall not entitle any Member to any refund, credit, proration, or reduction of fees. Changes of hours and availability will be communicated to general membership if they need to take place.

NO EMPLOYMENT OR AGENCY RELATIONSHIP: Member acknowledges and agrees that membership in Kzoo Makers does not create any employment relationship, independent contractor relationship, partnership, joint venture, agency, fiduciary relationship, or volunteer service obligation between the Member and Kzoo Makers, except to the limited extent expressly authorized by the Kalamazoo Innovation Initiative bylaws or by a formal resolution of the Board of Directors.

Members are not employees, contractors, agents, or representatives of Kzoo Makers and have no authority to bind, represent, or act on behalf of Kzoo Makers in any manner, unless and only to the extent such authority is expressly granted in writing pursuant to the bylaws or a Board resolution. Any assistance, advice, collaboration, mentoring, or informal help provided by Members, staff, volunteers, or other participants is provided on a voluntary and informal basis only and does not create any duty, responsibility, or liability on the part of Kzoo Makers.

Nothing in this Agreement shall be construed as creating any obligation for Kzoo Makers to provide work, supervision, compensation, benefits, training, or insurance coverage to any Member, unless such obligation is expressly established in writing in accordance with the bylaws or an adopted Board resolution.

MEMBERSHIP LEVELS AND ACCESS: Membership constitutes a base cost of entry providing general facility access as determined by Kzoo Makers and is uniform among Members within the same membership category. Membership does not guarantee access to all equipment, tools, zones, areas, programs, activities, or privileges. Kzoo Makers reserves the right, in its sole discretion, to establish, modify, or eliminate additional membership tiers, access levels, endorsements, certifications, zones, tools, programs, or activities, which may require additional fees, training, approval, or conditions. The creation or modification of such additional access or fees shall not entitle any Member to a refund, credit, or reduction of base membership fees.

ELECTRONIC SIGNATURES AND RECORDS: Member agrees that execution of this Agreement by electronic means, including but not limited to electronic signature, digital signature, typed name, checkbox acknowledgment, or click-through acceptance, constitutes a valid and binding execution of this Agreement, equivalent to a handwritten signature. Member

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further agrees that acceptance of this Agreement through an online platform, membership system, or other electronic interface constitutes valid assent to all terms and conditions herein. Kzoo Makers may retain this Agreement and any related records, acknowledgments, or signatures in electronic or digital form. Such electronic records shall be deemed originals and shall be admissible and enforceable to the fullest extent permitted by law.

**MANDATORY COMPLIANCE WITH WARNING SIGNAGE AND SAFETY NOTICES:** Member acknowledges and agrees that all warning signage, instructional signage, hazard notices, safety placards, equipment labels, access restrictions, and personal protective equipment ("PPE") requirements posted within the Kzoo Makers facility or on or near any equipment are mandatory conditions of membership and facility use.

Such signage may include, without limitation, requirements relating to eye protection, hearing protection, respiratory protection, gloves, guards, barriers, lockout/tagout, restricted access zones, equipment-specific hazards, and prohibited conduct.

Failure to observe, follow, or comply with posted signage or PPE requirements constitutes a violation of this Agreement and may result in immediate suspension of access, restriction of privileges, or termination of membership without refund

**SUCCESSIVE AGREEMENTS; SUPERSEDING EFFECT; CONTINUED USE CONSTITUTES ACCEPTANCE:** This Agreement constitutes the current and controlling membership agreement between the Member and Kzoo Makers and supersedes and replaces any and all prior or contemporaneous agreements, waivers, policies, terms, or understandings relating to membership or facility use, whether written or oral, except as expressly incorporated herein. Kzoo Makers reserves the right, in its sole discretion, to amend, update, replace, or restate this Agreement at any time. Any such amended, updated, or restated agreement shall automatically supersede all prior versions upon adoption by Kzoo Makers, without requirement of additional notice or execution, except where notice is required by applicable law. Continued access to or use of the Kzoo Makers facility, equipment, tools, services, or participation in any activities after the effective date of any such amendment, update, or restatement constitutes the Member's knowing acceptance of and agreement to be bound by the then-current version of the Agreement.

**DATA COLLECTION, RETENTION, AND RECORDKEEPING:** Member acknowledges and agrees that Kzoo Makers may collect, generate, receive, store, and maintain records and data relating to membership, facility access, safety, security, operations, and legal compliance. Such records may include, without limitation: identification documents or images; access-control logs; keyfob or credential records; video and audio recordings; incident reports; training and certification records; payment and billing records; communications; and other operational, administrative, or security-related data ("Records").

Kzoo Makers retains Records only for so long as reasonably necessary for legitimate organizational purposes, including but not limited to facility operations, safety and security, risk management, insurance underwriting or claims, audits, regulatory compliance, dispute

Place your initials here \_\_\_\_\_

# MEMBERSHIP AGREEMENT / LIABILITY WAIVER

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resolution, and enforcement of this Agreement, and thereafter in accordance with applicable law, contractual obligations, and internal record-retention practices.

Retention periods may vary by record type and may be extended when Kzoo Makers determines, in its sole discretion, that continued retention is reasonably necessary due to an actual or potential incident, claim, dispute, investigation, audit, insurance requirement, legal obligation, or anticipated litigation, or to comply with lawful requests from insurers, regulators, or governmental authorities.

Member acknowledges that Records may be retained after termination, cancellation, or expiration of membership for the periods described above and that deletion or destruction of Records is subject to Kzoo Makers' operational, legal, and insurance requirements. Member waives any claim arising from the lawful retention, storage, or destruction of Records conducted in accordance with this section, except to the extent caused by gross negligence or willful misconduct.

Nothing in this section obligates Kzoo Makers to retain any particular Record for any minimum period, nor creates any duty to delete Records upon request, except where expressly required by applicable law.

**SURVIVAL:** The provisions of this Agreement that by their nature should survive termination, cancellation, expiration, or invalidation of membership shall survive, including but not limited to provisions relating to assumption of risk, waivers and releases of liability, indemnification obligations, limitations of liability, disclaimers, damage to property, outstanding payment obligations, governing law, venue, and remedies. All such provisions shall remain enforceable to the maximum extent permitted by law, notwithstanding the termination, cancellation, expiration, or partial invalidation of this Agreement.

**BINDING EFFECT:** This Agreement shall be binding upon the Member and the Member's heirs, executors, administrators, personal representatives, successors, permitted assigns, and any other person or entity claiming by or through the Member.

**SEVERABILITY:** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect.

**GOVERNING LAW & VENUE:** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to conflict of laws principles. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located within the State of Michigan, and the parties hereby consent to personal jurisdiction and venue therein.

Place your initials here \_\_\_\_\_

# MEMBERSHIP AGREEMENT / LIABILITY WAIVER

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***I understand that I have carefully read this Membership Agreement and Kzoo Makers Rules, and that I understand their contents. I voluntarily agree to be bound by all terms and conditions contained herein without threat of duress, without inducement, promise or guarantee being communicated to me. I voluntarily agree to be bound by all terms, conditions, releases, waivers, assumptions of risk, indemnification obligations, and limitations of liability contained in this Agreement, to the fullest extent permitted by law.***

**Member sign below:**

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Member

\_\_\_\_\_  
Phone Number

***If this membership is for a minor, I am the parent or legal guardian of the Minor identified below. I represent and warrant that I have the legal authority to execute this Agreement on behalf of the Minor. I acknowledge that I have carefully read and fully understand this Membership Agreement and Kzoo Makers Rules in their entirety.***

***On behalf of myself and the Minor, I voluntarily agree to be bound by all terms, conditions, releases, waivers, assumptions of risk, indemnification obligations, and limitations of liability contained in this Agreement, to the fullest extent permitted by law.***

***I expressly assume full responsibility for the Minor's compliance with this Agreement and for the Minor's acts and omissions while using Kzoo Makers' facilities or participating in any activities. I understand that Minors cannot waive liability on their own behalf, and I knowingly and voluntarily execute this Agreement on the Minor's behalf without duress, inducement, promise, or guarantee being communicated to me.***

**Parent/legal guardian sign below [skip if Member is 18+]:**

\_\_\_\_\_  
Signature of Parent / Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent / Guardian

\_\_\_\_\_  
Phone Number

Place your initials here \_\_\_\_\_