

OCEANSIDE COMMUNITY MAKERSPACE LIABILITY WAIVER

133 McMillan Street, Parksville, BC

Waiver of Liability and Hold Harmless Agreement

For access to and use of **Oceanside Community Makerspace** Facilities

This document pertains to the agreement between MYSELF, the undersigned, and Oceanside Building Learning Together Society (hereby referred to as the RELEASEE), that is a prerequisite for access to and use of the RELEASEE's equipment and facilities located at: 133 McMillan Street, Parksville, BC.

In consideration for receiving permission to access the RELEASEE's facilities and make use of the related contents and equipment, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE RELEASEE from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any LOSS, DAMAGE OR INJURY, INCLUDING DEATH, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE, while participating in such use, or while in, on or upon the RELEASEE'S premises.

I am fully aware of the unusual risks involved and hazards connected with any kind of use of the RELEASEE'S facilities and equipment, especially the operation of machine tools and related metalworking and woodworking activity, and I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me or my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISK OR LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, which may be sustained by me, or any loss or damage to property, owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.

I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEE from any loss, liability, damage or costs, including court costs and attorney fees, which may be incurred due to my participation in said activity, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.

It is my EXPRESS INTENT that this WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE THE RELEASEE. I hereby further agree that this WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT shall be construed in accordance with the laws of the Province of British Columbia.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least nineteen (19) years of age and fully competent; and I execute this RELEASE for full, adequate and complete consideration, fully intending to be bound by the same.

PRINT NAME

SIGNATURE

DATE

WITNESS NAME

SIGNATURE

DATE