

Liability Waiver - MAKE NASHVILLE RELEASE AND DISCHARGE AGREEMENT

Make Nashville provides and maintains a facility at 947 Woodland Ave, Nashville, Tennessee (the "makerspace") to which people come to work on projects and which makes available to people legitimately at the makerspace tools and equipment, including, but not limited to powered tools, electrical and electronic equipment, welding and metalworking equipment, and LP gas equipment.

At any time I am present in the Make Nashville makerspace, with or without explicit permission to use the Make Nashville makerspace, tools and equipment, I, the undersigned, agree as follows:

1. It is my personal responsibility, and that of any Guest that I bring into the makerspace, to learn and comply with all rules, regulations and instructions of Make Nashville. (I acknowledge that Guests will be required to sign a separate Release upon entering Make Nashville's facilities.)
2. It is my responsibility to act responsibly while at the makerspace and to ensure that any guest of mine does so as well.
3. I and any guest accompanying me will wear appropriate safety equipment at all times at the makerspace and agree not to use power tools if appropriate safety equipment is not available.
4. I understand that home-made bladed power tools are not allowed at the makerspace.
5. By entering the makerspace, I represent and warrant to Make Nashville that I and any guests with me are familiar with and know how to safely use the power and other tools and equipment available at the makerspace and are responsible for deciding whether or not it is safe for us to remain at the makerspace.
6. I understand that prior to using any tool in the Make Nashville makerspace, I must demonstrate to an authorized representative of Make Nashville my knowledge of the use of such tool and receive explicit permission to use said tool. For some tools, this may include taking a class on its usage.
7. I accept and assume all risks of being at the makerspace and of using Make Nashville's facilities and equipment to work on projects and/or to attend workshops.
8. Knowing the risks of working at the makerspace, and in consideration of being permitted to use the makerspace and the equipment therein, I hereby freely and voluntarily assume any and all risks arising from or in any way connected with my presence at the makerspace and/or my use of any Make Nashville tools or equipment, including, without limitation, any risk related to hazardous conditions at the makerspace or surrounding property, any injury that may occur as a result of the use or misuse of equipment or work areas, any injury arising from equipment that malfunctions or breaks, any slip, fall, or dropping of equipment, any improper maintenance of equipment or work area, and any act or omission of Make Nashville, its members, officers, employees or agents. To the maximum extent permitted by law, for myself, my heirs, representatives, assigns and successors, I hereby forever release, discharge, defend, indemnify and hold harmless Make Nashville and its members, officers, employees and agents from and against any and all present and future claims, damages, demands, obligations, liability, rights of action and causes of action arising out of or in any way connected with my presence, or the presence of any guest of mine, at the makerspace or during the use of Make Nashville facilities, tools or equipment, including, without limitation, liability for loss of property, wrongful death, or injury suffered by me or for which I may be liable to any other person, resulting from any cause, including, but not limited to any negligent act or omission of Make Nashville, its members, officers, employees and agents. This agreement is fully binding and constitutes a complete bar and defense against any proceeding instituted or prosecuted by me, my heirs, assigns or successors against Make Nashville, its members, officers, employees or agents.
9. Make Nashville's insurance does not cover me or any guest of mine and I am responsible for purchasing and maintaining any and all health, liability and other personal insurance I may deem necessary in order to assume all risks and liability associated with my use of Make Nashville's facilities and equipment.
10. In a medical emergency in which I am unable to provide competent approval for necessary medical treatment, the members, officers, employees and agents of Make Nashville are authorized to consult with my family members in order to obtain such consent, and in absence of such family members' consent, to give consent to medical treatment for me. Likewise, in such circumstance, Make Nashville is granted the right to agree in my name to the disclosure of confidential or privileged communication or information related to the rendering of any such care. I agree that any costs incurred that are not covered by my medical insurance are my responsibility to pay. I hereby fully release and discharge Make Nashville, its members, officers, employees and agents from and against any claims for damages in connection with decisions made as to first aid or emergency medical treatment for me. I further agree to indemnify and forever hold harmless Make Nashville, its members, officers, employees and agents from any liability, claim, lawsuit, cost, damage or expense in connection with first aid or emergency medical treatment given me related to my presence at and/or use of Make Nashville's facilities and equipment.

I WARRANT THAT I AM 18 YEARS OF AGE OR OLDER OR AM THE LEGAL GUARDIAN OF THE INDIVIDUAL NAMED BELOW. I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND FREELY SIGNED THIS RELEASE AND DISCHARGE AGREEMENT. I FULLY UNDERSTAND THAT BY SIGNING IT I AM WAIVING ANY RIGHT THAT I, MY HEIRS, REPRESENTATIVES, OR SUCCESSORS MIGHT HAVE TO BRING LEGAL ACTION OR ASSERT A CLAIM AGAINST MAKE NASHVILLE, ITS MEMBERS, OFFICERS, EMPLOYEES OR AGENTS, AND I AM AGREEING TO DEFEND, INDEMNIFY AND HOLD HARMLESS MAKE NASHVILLE, ITS MEMBERS, OFFICERS, EMPLOYEES AND AGENTS AGAINST ALL CLAIMS AND LIABILITY.

If over 18... _____ SIGNATURE _____ DATE _____ PRINTED NAME _____ EMAIL ADDRESS _____ PHONE NUMBER	If under 18... _____ NAME AND AGE OF PERSON UNDER 18 _____ PARENT/GUARDIAN SIGNATURE _____ DATE _____ PARENT/GUARDIAN PRINTED NAME _____ PARENT/GUARDIAN PHONE NUMBER _____ PARENT/GUARDIAN EMAIL ADDRESS	EMERGENCY CONTACT _____ NAME _____ PHONE NUMBER _____ EMAIL _____ RELATIONSHIP
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