

Name: \_\_\_\_\_

Date: \_\_\_\_\_



## Anchorage Makerspace

### Waiver of Liability

### Adult Participant



#### Conditions for Use of Shared Workspace

In exchange for the value and benefit of services, received, including my participation in activities conducted by or on behalf of ICARUS INTERSTELLAR DBA ANCHORAGE MAKERSPACE (AMS), I \_\_\_\_\_ have read, understand and willingly sign this Waiver of Liability.

I acknowledge that my participation in any activity conducted by, on the premises of, or for the benefit of AMS, has certain inherent risks, which I voluntarily assume. I acknowledge that using the tools made available by AMS has certain inherent dangers and poses a risk of serious injury or death. I agree to follow any instructions given or rules established by AMS and its employees, agents or founders with regard to participation in any activities conducted by, or on the premises of, or for the benefit of AMS.

#### Hold Harmless Agreement

I hereby indemnify, release, hold harmless and forever discharge AMS and its employees, agents, officers, directors, founders, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages or liabilities, of every kind and nature, whether known or unknown, in law or equity, that I have had or may have, arising from or in any way related to my participation in any activities conducted by, or on the premises of, or for the benefit of, AMS; provided that this Waiver of Liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct. This Waiver of Liability is binding upon me, my heirs, executors, legal representatives, successors and assigns. The provisions of this Waiver of Liability will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of AMS, whether by agreement, or by operation of law, or otherwise.

#### Governing Jurisdiction

This Waiver of Liability is governed by the laws of the State of Alaska, and is intended to be as broad and inclusive as is permitted by that law. If any provision of this Waiver of Liability is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue to be fully effective. This Waiver of Liability contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Waiver. The provisions of this Waiver of Liability may be waived, altered, amended or repealed, in whole or in part, only upon the written consent of all parties. Any claim or controversy that arises out of or relates to this waiver or the alleged breach of it, and which cannot be settled by the parties, will be settled by submission to the nearest chapter of the American Arbitration Association or similar group nearest to AMS for binding arbitration in accordance to its current rules and procedures.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

### Medical Conditions

I am subject to the following allergies or medical conditions and I authorize AMS to disclose such allergies or medical conditions to a physician in the event I should require emergency medical care (describe allergies or medical conditions with specificity):

### Proper Use of Equipment

AMS has provided a separate **Equipment Usage Guidelines** document (AMS-EUG-2014MMDD). I understand this document is updated whenever new equipment is added to the workspace and that it is my responsibility to abide by these conditions.

### Emergency Contact Information

In case of an emergency AMS should contact the following person or people.

*Note: Persons listed below will be contacted via email to assure the accuracy of the contact information.*

#### Emergency Contact 1:

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

#### Emergency Contact 2:

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

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### Acknowledgement and Signature

I am of lawful age and legally competent to sign this Waiver of Liability. I understand the terms of this Waiver and Liability and I have willingly signed this document as my own free act.

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_