EVANSVILLE VANDERBURGH PUBLIC LIBRARY

EVPL MAKER CENTRAL Release of Liability & Consent Form

By signing this waiver agreement, I agree to the following terms:

- **RISK INVOLVED.** I acknowledge the inherent risk in the use of tools, equipment, devices, and hazardous materials of any kind commonly used in electronics construction, fabrication, software design, and other technology-related activities.
- ASSUMPTION OF RISK. I acknowledge that any involvement in Makerspace activities and/or use of aforementioned tools may result in injury, illness, death, or damage to my personal property or myself. Such risks may be caused by myself or others and may arise from foreseeable or unforeseeable causes including, without limitation, electrocution, burns, impalement, or slip and fall injuries. I hereby assume all such risks and any others that arise due to my use of Maker Central.
- **RELEASE OF LIABILITY.** I release EVPL, its agents, successors, assigns, members, guests, staff, and volunteers from any and all liability whatsoever arising out of any damage, loss, claim, or injury to myself or my property while participating in any activity on the premises of EVPL and/or using any equipment owned by EVPL or another participant regardless of whether such loss or injury is as a result of negligence of EVPL or its members, guests, agents, or volunteers or is a result of some other cause.
- COVENANT NOT TO SUE. I agree that I will not, under any circumstances, initiate any legal action against EVPL, its agents, successors, assigns, members, guests, agents or volunteers. This covenant shall extend to my heirs, executors, administrators, or representatives and bar them from initiating legal action as well.
- THIRD PARTY INDEMNIFICATION. I agree to indemnify and hold harmless EVPL, its agents, successors, assigns, members, guests, staff, and volunteers from any and all losses, claims, actions, or proceedings of every kind and character, including attorney's fees, which may be initiated by any other persons and which arise directly or indirectly from my actions while engaged in the activities at or offered by or in conjunction with EVPL.
- IMAGES RELEASE. I acknowledge that Maker Central events may be recorded in audio and/or visual media and consent to the making and use of such recordings by EVPL for any purpose, in the EVPL's sole discretion, and without payment or other consideration of any kind being made to me. I grant to EVPL the right to use my likeness in connection with the use of said recordings or images.

I have read this agreement and understand that it includes an assumption of risk as well as a release of liability and consent. I voluntarily sign this document as a condition of participation in Maker Central at the Evansville Vanderburgh Public Library:

Printed Name

Signature

Date

Parent/Legal Guardian Printed Name (for minors)

Signature

Date