**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY CONSENT AGREEMENT ("AGREEMENT")**

IN CONSIDERATION of being permitted to participate in any way in the activities of Hackerspace Charlotte, hereafter HSC; I, for myself for personal representatives, assigns, heirs, and next of kin:
ACKNOWLEDGE, agree, and represent that I understand the nature of HSC activities and that I am sober, qualified, in good health, and in proper physical, and mental condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
FULLY UNDERSTAND THAT: (a) **THESE ACTIVITIES MAY INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, AND DEATH ("RISKS");** (b) these Risks and dangers may be caused by my own action or inaction, the action or inaction of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and **I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** I incur as a result of my participation or that of the minor in the Activity.
**HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE HSC,** their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) **FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS** AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, **I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES** from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

**I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.**

Printed Name of Participant: _____
Address:

_____(Street)

_____(City)

_____(State, ZIP)

Phone: _____

Participant's Signature: _____

Date: _____

HSC is taking your name and address so that in the event HSC quits, we can notify you to get your stuff in accordance with the by-laws. Unless required by the bylaws, we're not going to provide any of this information to anybody, ever. That'd be rude.

| Form Accepted By: | Date: |
|---|---|
| Membership Type: C R FnF | Access ID # Issued: |