



Spark Makerspace  
7 Union Street  
New London, CT 06320

## Spark Makerspace Waiver

**PARTICIPANT NAME** \_\_\_\_\_  
**PARENT / GUARDIAN IF PARTICIPANT UNDER 18 YEARS OF AGE** \_\_\_\_\_  
**EMERGENCY CONTACT NAME, ADDRESS AND TELEPHONE NUMBER** \_\_\_\_\_

*Spark Makerspace, a Connecticut 501(c)(3) not-for-profit corporation located at 7 Union Street, New London, CT 06320, provides patrons with the opportunity to use its Makerspace facilities and equipment. All patrons use of Makerspace facilities and equipment is entirely optional and voluntary and is for the purpose of recreation, education, and/or self-improvement. In order to participate in Spark Makerspace, each Participant must submit a completed Assumption of Risk, Release, Waiver of Liability and Parent / Guardian Permission Form signed by a Parent or Legal Guardian (if Participant is a minor under the age of eighteen (18) years of age). Participants who have not submitted a completed version of this form will not be permitted to participate in the Makerspace.*

### AGREEMENT TO PARTICIPATE

I agree to allow myself or my child/ward (any such Participant collectively referred to herein as the "Participant") to participate in Spark Makerspace (collectively referred to herein as "Spark") programming and affirm that this participation is completely voluntary. I understand and am fully aware of the risks and hazards inherent in the activities in which Participant will engage in during the program that may cause personal injury, illness, paralysis, permanent disability or even possibly death, and/or damage to property and assume full responsibility for any risks of loss, damage or personal injury that may occur as a result of the activities Participant will engage in during the program, regardless of whether the personal injury, loss or damage is caused by the negligence of Spark or any of the Released Parties defined below. The risks and hazards include, but are not limited to, the following: **trips, slips, falls, cuts, broken bones, burns, and other wounds to hands, head, feet, eyes and other body parts; electrical shock; exposure to dust, fumes, smoke, noise, and vibrations; accidents due to negligence of other users or Spark staff or vendors, or due to defective or inadequate facilities, equipment, tools, machinery, or due to inadequate maintenance or repair, training, instructions, supervision, first aid, medical treatment, or safety gear.** All above-referenced risks, hazards and other risks arising from the Makerspace activities are referred to herein as "Risks". I also understand that, despite Spark's reasonable efforts to minimize these Risks, Spark cannot and does not guarantee that Participant will not be injured. By signing this Assumption of Risk, Release, Waiver of Liability and Parent / Guardian Permission Form, the Participant and Parent / Guardian (if Participant is a minor under the age of eighteen (18) years old) voluntarily assume these Risks in order to participate. To minimize the Risks, the Participant agrees to obey all Spark policies and procedures, including all Makerspace policies, code of conduct, safety rules, regulations, and instructions of the instructor and Spark.

### ASSUMPTION OF RISK, RELEASE, WAIVER OF LIABILITY, RELEASE & AGREEMENT NOT TO SUE

In consideration for permitting Participant to participate in the Spark Program and to use Spark's facilities for said Maker Program, I hereby voluntarily, irrevocably and unconditionally agree, for myself, my family and for and on behalf of my child/ward, and our respective heirs, executors, administrators, estates, affiliates, successors and assigns (collectively referred to herein as "Releasing Parties"):

1. **TO ASSUME FULL RESPONSIBILITY FOR ANY RISKS, CLAIMS OR LOSS, OR PERSONAL INJURY, INCLUDING DEATH** that may be sustained by Participant, or any loss and/or damage to property owned by Participant, as a result of participating in the Maker Program.

2. **TO IRREVOCABLY, FULLY AND UNCONDITIONALLY RELEASE, WAIVE, HOLD HARMLESS, INDEMNIFY AND FOREVER DISCHARGE, AND COVENANT NOT TO SUE** Spark, and past and present members of the board of directors, officers, employees, agents, volunteers, students, and staff (collectively referred to herein as "Released Parties") from and against any and all liabilities, claims, suits, actions, demands, damages, losses, expenses, liabilities, obligations or costs of any kind and nature (including, but not limited to, reasonable attorney's fees, and other litigation and court costs), known or unknown, accrued or unaccrued, absolute or contingent, at law or in equity, including without limitation, actions for breach of contract, fraud, misrepresentation, tort or negligence, incurred by any of the Releasing Parties in connection with or arising out of or relating to: (a) participation in the Maker Program; (b) any breach or alleged breach of any warranty, representation, contract actions, statutory duty or other duty of care by any Released Parties; (c) any act or omission to act of any Released Parties or anyone acting on behalf of any Released Parties; and/or (d) any other causes of action whatsoever that any of the Releasing Parties might now have or may acquire in the future, arising out of or related to any loss, damage, or injury, including death, that may be sustained by any of the Releasing Parties, or to any property belonging to any of the Releasing Parties, while traveling to or from, or participating in the Maker Program. **I understand, without limiting the foregoing, that this is a full, absolute and unconditional release and waiver of all possible claims, including any claims arising from the sole, concurrent, contributory or comparative negligence or strict liability of any Released Party**
3. **THAT THIS AGREEMENT** is executed and delivered and consummated in New London County, Connecticut, and shall be governed by and construed in accordance with the laws of the state of Connecticut. Releasing Parties, for themselves and their respective heirs, legal and personal representatives, successors and assigns, hereby irrevocably (a) submits to the exclusive jurisdiction of the state district court in New London County, Connecticut, (b) waives, to the fullest extent permitted by law, any objection that he/she/it may now or in the future have to the laying of venue of any litigation arising out of or in connection with this Agreement brought in the district court of New London County, Connecticut, (c) waives any objection he/she/it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum, and (d) agrees that any legal proceeding against any Party arising out of or in connection with this Agreement shall be brought in one of the foregoing courts.

#### **CONSENT FOR MEDICAL TREATMENT OF MINORS**

If the Participant is injured or becomes ill while involved in Makerspace Activities or participating in the Maker Program, the Participant and Releasing Parties hereby authorizes Spark and its employees, volunteers, agents and representatives to obtain and consent to, on the Participants' behalf, medical care, including without limitation, medical treatment, hospitalization, ambulance transportation, anesthesia, and X-ray and other exams and tests. The undersigned Participant or Parent / Legal Guardian (if the Participant is a minor under the age of eighteen (18) years old) agrees to pay all costs of such medical care and transportation.

#### **MINOR PARTICIPANT RELEASE**

If only one Parent / Legal Guardian (for Participants under the age of eighteen (18) years old) is signing below, it is agreed and understood that this document will be interpreted to mean that the signing Parent / Legal Guardian has the requisite authority to act on behalf of both Parents / Legal Guardians, jointly and severally, and references to the plural will be adjusted. Each Releasing Party agrees that the foregoing Assumption of Risk, Release, Waiver of Liability and Parent / Guardian Permission Form is intended to be as broad and inclusive as is permitted by the law of the State of Connecticut.

If any provision of this Agreement shall be held in violation of any applicable law or unenforceable for any reason, the unenforceability of any such provision shall not invalidate or render unenforceable any other provision hereof.

**The undersigned has read this foregoing Assumption of Risk, Release, Waiver of Liability and Parent / Guardian Permission Form, fully understand its terms, signs it freely and voluntarily, and further agrees that no oral representatives, statements or inducement apart from the foregoing written Assumption of Risk, Release, Waiver of Liability and Parent / Guardian Permission Form have been made to any Releasing Party.**

**By signing below, I acknowledge that I am eighteen (18) years of age or older, and am the Parent, or Legal Guardian, or otherwise responsible person of Participant (if Participant is a minor under the age of eighteen (18) years old) with full authority under the law to sign and enter into this Agreement for Participant. I have read, understand and agree to the terms outlined above and am voluntarily surrendering and releasing certain legal rights described herein.**

**PARTICIPANT Name (printed)**

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**PARENT / LEGAL GUARDIAN Name (if Participant is a minor under the age of eighteen (18) years old) (printed)**

**Signature**

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**Date**

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