



YXC Makerspace Waiver of Liability

Users of YXC Makerspace must read and agree to this mandatory liability waiver and adhere to: Canada's Charter of Rights and Freedoms, instructions/directions from qualified YXC Makerspace staff and volunteers, and all mandatory and commonsense safety practices.

YXC Makerspace is owned and operated by Rocky Mountain Business Development Centre Society (RMBDCS), operating as Ground Floor Coworking Space. References to YXC Makerspace staff or volunteers include all staff and volunteers of RMBDCS.

1. Safety and Conditions of Use

- I will comply with all policies and rules of YXC Makerspace ("The Makerspace" or "Makerspace"), including but not limited to all Makerspace policies, guidelines, signage, and instructions as amended and communicated from time to time.
- I agree that I am personally responsible for my safety and actions while using the Makerspace.
- I agree to use the Makerspace facilities, tools, equipment, and materials in a safe way that minimizes the risk of injury or damage to the equipment, and to utilize safety gear appropriate for each task in which I engage.
- If I have any questions as to the proper or safe use of any tool, equipment, or material, I will not use the same until I have consulted with Makerspace staff or designated, skilled volunteers who are able to sufficiently answer my questions.
- I will not use any Makerspace tools or equipment that require prior certification (e.g., Laser, 3d Printers, etc.) unless I have first received such certification from Makerspace personnel.
- If I need to do something that I believe may be dangerous, I will first consult with Makerspace personnel who are qualified to assess the risk and make recommendations for appropriate safety precautions and personal protective equipment.
- I agree that I shall be responsible to pay any applicable fees for use of Makerspace facilities, tools, equipment, or materials, and for any and all damage, loss, or clean-up caused by my use of the same.
- As the Makerspace is open for use by other persons, I recognize that confidentiality is not and cannot be guaranteed. I understand that I am responsible for properly monitoring and labelling anything I bring into the Makerspace and that neither The Makerspace or Ground Floor Coworking Space ("Ground Floor") are responsible for any lost, damaged, or stolen property.
- Users under the age of 19 must have a parent's or guardian's permission to access YXC Makerspace and a qualified employee or volunteer must be present while working in the space.

2. Assumption of the Risk

I recognize and agree that my use of the Makerspace facilities, tools, equipment, and materials is entirely optional and voluntary. I further understand and agree that such use involves various inherent hazards, dangers, and risks, including without limitation, and only by way of example, the risk of trips, slips and falls; cuts, broken bones, burns, and other wounds to hands, head, feet, eyes and other body parts; serious personal injury and illness, paralysis, permanent disability, and even possibly death; electrical shock; impalement; exposure to dust, fumes, smoke, noise, and vibrations; and accidents due to negligence of other users or The Makerspace, Ground Floor, their agents and representatives, or any vendors, or due to defective or inadequate facilities, equipment, tools, machinery, materials, or due to inadequate maintenance or repair, training, instructions, supervision, first aid and medical treatment, or safety gear.

I ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, THAT I MAY SUSTAIN, OR ANY LOSS OR DAMAGE OF PROPERTY, AS A RESULT OF BEING ENGAGED IN ANY ACTIVITY AT THE MAKERSPACE, WHETHER CAUSED BY THE NEGLIGENCE OF THE MAKERSPACE, GROUND FLOOR, ANY OF THEIR EMPLOYEES, OR AGENTS, OR OTHERWISE.



3. Release of Liability

With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue The Makerspace, its board members, officers, agents, independent contractors, affiliates, employees, successors, and assigns or Ground Floor, its board members, officers, agents, independent contractors, affiliates, employees, successors, and assigns (collectively, the "Released Parties") with respect to any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or by such minors or persons for whom I am responsible at law, or any of the property belonging to me, whether caused by the negligence of the Released Parties, any third-party using the Makerspace, or otherwise, while participating in any activity while in, on, or around the Makerspace and/or while using any Makerspace facilities, tools, equipment, or materials.

4. Indemnification

I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including legal fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, property damage, loss of use, monetary loss, or any other injury from or related to my use of the Makerspace facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise.

5. Consent to Photography

- ☐ I authorize and give permission to YXC Makerspace to publish photos or videos (digital or otherwise) of myself and to reproduce the likeness of myself for promotional and fundraising materials, educational materials, publications, websites, and other consistent purposes. Editing, publication, distribution, broadcast and use of this material shall be at the sole discretion of YXC Makerspace, in perpetuity or until you withdraw your consent in writing.

6. Consent to Identity

- ☐ I consent to my name being included/disclosed in print, electronic, or digital format, including any authorized Ground Floor Coworking Space or YXC Makerspace websites or social media platforms, such as Groundfloorcowork.ca. Consent takes effect when this agreement is signed.

Signed this _____ day of _____, 20____.

User Name

Signature

Parental or guardian consent for users under the age of 19:

Guardian Name

Signature