

# MakeHaven Guest Waiver and Release

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ (month), 20\_\_\_\_, by and between MakeHaven, Inc. and

Guest's Printed Name

Minor's Name(s) (Guest must be parent or guardian)

\_\_\_\_\_ and on behalf of (if applicable) \_\_\_\_\_

**In consideration for Guest's participation in the activities of MakeHaven, Inc., Guest agrees to the following:**

## 1. Assumption of Risk.

Guest acknowledges risks from the use of tools, equipment, devices, and hazardous materials of any kind commonly used in constructing, fabricating, developing, crafting, inventing, prototyping, metalworking, woodworking, software design and other technology related activities. Guest's participation in such activities, and/or use of such tools may result in injury, illness, death or damage to Guest or Guest's personal property. Such injury, illness, death or damage to Guest or Guest's personal property, may arise from foreseeable or unforeseeable causes and may be caused by Guest, other Guests, Members, or Force Majeure. Guest hereby fully acknowledges all such risks and any others which arise because of Guest's association with MakeHaven, Inc.

## 2. Release of Liability.

Guest releases MakeHaven, Inc., its Officers, Agents, Board, Members, Guests and Assigns from any and all liability arising out of any and all damage, loss or injury to Guest or Guest's property while participating in any and all activities related to MakeHaven, Inc. and/or using any equipment owned by MakeHaven, Inc. or another Guest or Member of MakeHaven, Inc. regardless of whether such loss or injury is as a result of negligence of MakeHaven, Inc. or its Members, Guests, Agents, Board Members and Assigns, or is a result of some other cause.

## 3. Covenant Not to Sue.

Guest agrees that Guest will not, under any circumstances, initiate any legal action against MakeHaven, Inc., its Members, Guests, Agents, Board Members and Assigns, nor will Guest assist in the prosecution of any such legal action filed by another, arising out of an injury to the person or property of Guest while participating in the activities related to MakeHaven, Inc.. This covenant extends to include the Heirs, Executors, Administrators or Assigns of Guest.

## 4. Third Party Indemnification.

Guest indemnifies, saves and holds harmless MakeHaven, Inc., its Members, Guests, Agents, Board Members and Assigns from any and all losses, claims, actions or proceedings of every kind and character which may be initiated by any other persons or organizations and which arise directly or indirectly from the actions of Guest while engaged in the activities related to MakeHaven, Inc..

**I hereby acknowledge that I have carefully read and understood all of the above provisions and voluntarily sign this document as a condition of being a Guest at MakeHaven, Inc. \_\_\_\_\_ (initial)**

**I understand that I am personally responsible for my safety and actions. I will follow all safety instructions and signage.**

**I affirm that I am 18 years of age or older, and that I am mentally competent to sign this release. \_\_\_\_\_ (initial)**

This Agreement and General Release shall be governed and conformed in accordance with the laws of the State of Connecticut. Should any provision of this Agreement and General Release be declared illegal or unenforceable and cannot be modified to be enforceable, excluding the general release language, such provisions shall immediately become null and void, leaving the remainder of this Agreement and General Release in full force and effect.

Guest Signature \_\_\_\_\_, New Haven, \_\_\_\_\_ / \_\_\_\_\_, 20