



PARTICIPANT WAIVER AGREEMENT

This form must be completed for all members, fellows, and any guests ("Participants") of the Innovation Foundry prior to using any of the technology or equipment on site.

FULL NAME OF PARTICIPANT

DOB

PARENT/GUARDIAN PHONE

ASSUMPTION OF RISK. I understand that there are **dangers, hazards, and risks of injury or damage, some of which are inherent, in the use of Innovation Foundry's premises, facilities, equipment, services, activities or technologies.**

Use of Premises and Services. I understand that **use of Innovation Foundry's premises, facilities, equipment, services, activities or technologies** ("Use of Innovation Foundry Premises and Services") can include but is not limited to (1) use of computers, software, 3D printers, robotics, electronics, workstations, virtual and augmented reality technologies, and other devices; (2) use of any training materials or attendance at any event hosted by Innovation Foundry; (3) use of services and participation in activities off Innovation Foundry premises, including but not limited to educational programs, creative programs, travel programs, and field trips; and (4) all other programs, activities, classes, sessions, seminars, workshops, assessments, events, amenities, or benefits that are sponsored, endorsed or operated by Innovation Foundry on or off its premises.

Risks. I understand that the **dangers, hazards, and risks** of injury or damage in the Use of Innovation Foundry Premises and Services ("Risks") may include but are not limited to **(1) slips, trips, collisions, falls, and loss of footing or balance; (2) equipment failure, malfunction or misuse; (3) property or information theft, loss, misuse or damage, including from equipment, files or systems; and (4) other accidents or incidents that may result in injury or damage to me, Minor Participant(s), Other Participant(s), or Guest(s).**

I understand that Risks and Injuries in the Use of Innovation Foundry Premises and Services (collectively, "Risks of Injury") **may be caused, in whole or in part, by the NEGLIGENCE OF INNOVATION FOUNDRY, me, Minor Participant(s), Other Participant(s), Guest(s) and/or other persons. I FULLY UNDERSTAND, AND VOLUNTARILY AND WILLINGLY ASSUME, THE RISKS OF INJURY.**

WAIVER OF LIABILITY. On behalf of myself and my spouse/partner, children/Minor Members, Other Members, Guests, parents, guardians, heirs, next of kin, personal representatives, heirs and assigns, I hereby voluntarily and forever **release and discharge Innovation Foundry from, covenant and agree not to sue Innovation Foundry for, and waive, any claims, demands, actions, causes of action, debts, damages, losses, costs, fees, expenses or any other alleged liabilities or obligations of any kind or nature, whether known or unknown (collectively, "Claims") for any Injuries to me, Minor Participant(s), Other Participant(s), or Guest(s) in the Use of Innovation Foundry Premises and Services which arise out of, result from, or are caused by any NEGLIGENCE OF INNOVATION FOUNDRY, me, any Minor Participant(s), any Other Participant(s), any Guest(s), and/or any other person (collectively, "Negligence Claims").**

Negligence Claims. I understand that Negligence Claims include but are not limited to Innovation Foundry's (1) negligent design, construction (including renovation or alteration), repair, maintenance, operation, supervision, monitoring, or provision of the Use of Innovation Foundry Premises and Services; (2) negligent failure to warn of or remove a hazardous, unsafe, dangerous or defective condition; (3) negligent failure to provide or keep premises in a reasonably safe condition; (4) negligent provision of or failure to provide emergency care; (5) negligent hiring, selection, training, instruction, certification, supervision or retention of employees, independent contractors or volunteers; (6) negligent collection, use, disclosure or storage of personal, sensitive or other information (including negligent failure to implement or maintain information security controls); or (7) other negligent act(s) or omission(s).

Innovation Foundry's Fees and Costs. I specifically agree that, if I (on my own behalf or on behalf of another, including an estate) assert a Negligence Claim against Innovation Foundry and/or breach my agreement not to sue Innovation Foundry, **I will pay all reasonable fees (including attorneys' fees), costs and expenses incurred by Innovation Foundry ("Innovation Foundry's Fees and Costs") to defend (1) the Negligence Claim(s) and (2) all other Claims based on the same facts as the Negligence Claim(s).**

DEFENSE AND INDEMNIFICATION. On behalf of myself and my spouse/partner, children/Minor Participant(s), Other Participant(s), Guest(s), parents, guardians, heirs, next of kin, personal representatives, heirs and assigns, **I agree to defend, indemnify and hold Innovation Foundry harmless to the fullest extent permitted by law from and against any Claim (including any Negligence Claim) asserted against Innovation Foundry by any other person** (including but not limited to any Other Participant, any Guest, any other Innovation Foundry Participant, any family member who is not a Participant, or any other person or entity) arising out of, resulting from, or caused by the Use of Innovation Foundry Premises and Services by me, Minor Participant(s), Other Participant(s), or Guest(s). My agreement to **defend Innovation Foundry** means that I will pay all of Innovation Foundry's Fees and Costs incurred to defend the Claim from the date the Claim is asserted. My agreement to **indemnify and hold Innovation Foundry harmless** means that I will pay any **settlement, judgment, or other damages, fees or costs of any type** incurred by Innovation Foundry to resolve the Claim.

Participant has the right and authority to make decisions concerning the care, custody and control of the Participant above and have thoroughly read, fully understand, and voluntarily accept and agree to its terms.

DAMAGE LIABILITY On behalf of myself and my children/Minor Participant(s), I acknowledge that I will be responsible for paying for any repairs or replacements caused by improper or misuse of the equipment within the Innovation Foundry.

Print Name of Parent/Legal Guardian

Signature of Parent/Legal Guardian

Date