

# Foothills Community Workshop

## Guest Agreement for \_\_\_\_\_ (print)

### Guest Rights and Privileges

All guests of Foothills Community Workshop (FCW) receive:

- Access to the space when a member is present.
- Use of all FCW tools and equipment (subject to training requirements).
- Access to public workshops and events (minus material costs).

### Guest Responsibilities

To remain a guest of FCW in good standing, guests must:

- Be respectful of FCW members, visitors, and other guests.
- Abide by the bylaws and guest agreement, along with any future version of the bylaws and guest agreement.

### Physical Property

FCW is not responsible for the safety or well-being of a guest's equipment that is classified as a "personal belonging".

Guests donating equipment to FCW must disclose that the equipment is a donation. Donated equipment must be logged as the property and physical inventory of FCW.

All equipment not logged as the property of FCW or leased by FCW will be considered, by default, a personal belonging.

Equipment classified as a donation is property of FCW and will not be returned to the original owner. Receipts for donations will be made available upon request to any member, guest, or third party making a donation to FCW. FCW is a 501(c)(3) non-profit organizations. Donations to FCW may be tax deductible. Please consult your tax advisor for more information regarding tax deductibility of donations to FCW.

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Initials

### Intellectual Property

FCW makes no claim to any intellectual property created at FCW or created using FCW resources or facilities. Free or open source licensing is encouraged.

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### **Release of Liability**

In consideration for my being permitted to participate in the activities of FCW, I agree to the following waiver and release:

**ASSUMPTION OF RISK:** I acknowledge that inherent risks, dangers and hazards exist when using hand tools, power tools, working with or constructing electronic circuits, soldering, welding or otherwise working with metal, using chemicals or building materials and other related activities. Participation in these activities and the use of equipment associated with electronics, manufacturing, construction and scientific practices may result in injury, illness, death or damage to personal property. These risks and dangers may be caused by me, other participants, by accident, acts of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to electrocution, burns, impalement, injury from slips or falls, or loss of limb.

**RELEASE OF LIABILITY:** The guest fully assumes all risks associated with participation in events and exempts and releases FCW, its members, officers, agents, and directors from liability arising out of any damage, loss or injury to the participant or the participant's property while upon the premises or using any equipment of the organization or while participating in any of the activities contemplated by this agreement whether such loss, damage, or injury results from the negligence of the corporation, its members, agents, or from some other cause.

**COVENANT NOT TO SUE:** The participant agrees never to institute any suit or action at law otherwise against FCW, its members, officers, board members, agents, nor to initiate or in any way assist the prosecution of any claim for damages or course of action which the guest, guest's heirs, executors or administrators hereafter may have by reason of injury to the person of the guest or to the participant's property arising from the activities contemplated by this agreement.

**THIRD PARTY INDEMNIFICATION:** The member will indemnify, save and hold harmless FCW, its members, officers, board members, or agents from any and all losses, claims, actions, or proceedings of every kind and character which may be presented or initiated by any other persons or organizations and which arise directly or indirectly from the actions of the guest while engaged in the activities contemplated by this agreement.

I hereby acknowledge that I have CAREFULLY read all of the provisions above, fully understand the terms and conditions expressed there, and do freely choose acceptance of the provisions of the foregoing paragraphs relating to assumption of risk, release of liability, covenant not to sue, and third party indemnification.

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Initials

**Disclaimer**

FCW provides all services “as is”, as a service, and not as a lease of real property, and disclaim all warranties and conditions, whether express, implied or statutory, including, but not limited to, merchantability, fitness for a particular purpose or use. There is also no warranty of title, quiet enjoyment or possession. The entire risk of participating in or using FCW service remains with the guest.

Guest's name (printed): \_\_\_\_\_

Guest's Signature: \_\_\_\_\_ Date signed: \_\_\_\_\_

Signature of Parent or Guardian if guest is under 18: \_\_\_\_\_

Guest's Address: \_\_\_\_\_

Guest's email: \_\_\_\_\_

Guest's phone(s) Home \_\_\_\_\_ Cell \_\_\_\_\_ Work \_\_\_\_\_

Emergency contact: Name \_\_\_\_\_ Phone: \_\_\_\_\_