



Seattle Makers, L.L.C.
500 Aurora Ave N #201
Seattle, WA 98109

RELEASE AND WAIVER OF LIABILITY

Important: Each member must sign this “Release and Waiver of Liability” prior to working in Seattle Makers. Please read this waiver carefully before you sign. This document affects your legal rights and will bar your right to sue.

This Release and Waiver of Liability (the “Release”) is executed on the date last shown below by the undersigned in favor of Seattle Makers, L.L.C., a corporation organized and existing under the laws of the State of Washington, its directors, officers, employees, volunteers, agents, successors and assigns (hereinafter referred to as “Seattle Makers”).

I, the undersigned individual, desire to become a member of Seattle Makers and engage in the Activities (defined below) related to being a member of Seattle Makers. I hereby freely and voluntarily, without duress, execute this Release under the following terms:

1. **Activities.** I acknowledge and understand that I have voluntarily chosen to participate in the activities and/or engage the services provided by Seattle Makers. I further acknowledge and understand that a variety of these activities may be available during my membership, including but not limited to, construction activities, use of power tools, use of cutting tools, loading and unloading of heavy equipment and materials, climbing ladders, along with other similar and related activities (the “Activities”). I further acknowledge and understand that any Activities I engage in during my membership with Seattle Makers are at my sole choice and discretion.

2. **Waiver and Release.** I release, forever discharge, indemnify, and hold harmless Seattle Makers from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the Activities at Seattle Makers. I understand and acknowledge that this Release discharges Seattle Makers from any liability or claim that I, or my guardians or successors, may have against Seattle Makers with respect to bodily injury, personal injury, illness, death, and/or property damage that may result from my Activities with Seattle Makers, whether caused by the negligence of Seattle Makers or otherwise. It is also understood that Seattle Makers does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury, illness, death, or property damage.

3. **Medical Treatment.** I hereby release and forever discharge Seattle Makers from any claim whatsoever which arises or may hereafter arise on account of any first aid treatment or other medical services rendered in connection with my Activities with Seattle Makers.

4. Assumption of Risk. I understand that my membership with Seattle Makers may include activities which may be hazardous to me including, but not limited to, construction activities, use of power tools, use of cutting tools, loading and unloading of heavy equipment and materials, climbing ladders and transportation to and from work sites. Also, I recognize and understand that my membership with Seattle Makers may, in some situations, involve inherently dangerous activities. These potential dangers are part of and inherent to the activities I am going to engage in and in some instances the activities cannot be made safer. I hereby expressly assume the risk of injury or harm in these activities and release Seattle Makers from all liability for injury, illness, death, or property damage resulting from these activities. I further assert and agree that I will adhere to all instructions given to me by Seattle Makers.

5. Insurance. I understand and acknowledge that Seattle Makers does not provide medical, disability, product liability, life, personal, accident, general liability or other insurance for any accident, injury, loss, or death that may arise from my engaging in the Activities.

6. Photographic and Statement Release. I grant and convey to Seattle Makers all right, title, and interest in any and all photographic images, video or audio recordings, and statements or writing made by or to Seattle Makers during my Activities with Seattle Makers (the "Materials"), including, but not limited to, any royalties, proceeds, or other benefits derived from such Materials. I grant Seattle Makers the unrestricted right and permission to use the Materials for any lawful purpose whatsoever. I waive any right of publicity or privacy I might have with respect to such Materials.

7. Miscellaneous. I hereby agree that any and all claims, suits, disputes, demands, or actions of any kind whatsoever arising from or in connection with this Release shall be commenced, filed, litigated, if at all, before a court of proper jurisdiction in King County, Washington. I agree that this Agreement shall be interpreted and construed under the laws of the State of Washington without regard to its conflict of laws provisions. I acknowledge and understand that I have been advised and am free to seek independent advice or legal counsel of my own choosing before signing this Release. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable.

I hereby certify that I am over 18 years of age, and if signing this document on behalf of a minor, I certify that I am an adult possessing the legal right to waive rights on behalf of the minor. I have carefully read the foregoing and acknowledge that I understand and agree to all the above terms and conditions. I am aware that by signing this agreement, I assume all risks and waive and release certain substantial rights that I may have or possess.

Signature: _____ Date: _____

Printed name: _____

Relation to minor if executing on behalf of minor: _____