

# Eugene Maker Space Membership & Waiver



Return completed form and payment to: Eugene Maker Space, 687 McKinley St, Suite #1, Eugene, OR 97402

Name: (First) \_\_\_\_\_ (Last) \_\_\_\_\_

Address: \_\_\_\_\_ City/State/ZIP: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Membership: \$25 / Month

## Eugene Maker Space Adult Participation Waiver

In exchange for the value and benefit of services received, including my participation in activities conducted by or on behalf of EUGENE MAKER SPACE (EMS), I have read, understand, and willingly sign this Waiver. I acknowledge that my participation in any activity conducted by, on the premises of, or for the benefit of, EMS has certain inherent risks, which I voluntarily assume. I acknowledge that using the tools made available by EMS has certain inherent dangers and poses a risk of serious injury or death. I agree to follow any instructions given or rules established by EMS or its employees or agents with regard to participation in any activities conducted by, or on the premises of, or for the benefit of EMS.

I hereby indemnify, release, hold harmless and forever discharge EMS and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages or liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any activities conducted by, on the premises of, or for the benefit of, EMS; provided, that this Waiver of Liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct. This Waiver is binding upon me, my heirs, executors, legal representatives, successors and assigns. The provisions of this Waiver will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of, EMS, whether by agreement, by operation of law, or otherwise.

This Waiver is governed by the laws of the State of Oregon, and is intended to be as broad and inclusive as is permitted by that law. If any provision of this Waiver is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue to be fully effective. This Waiver contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Waiver. The provisions of this Waiver may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties. Any claim or controversy that arises out of or relates to this waiver or the alleged breach of it, and which cannot be settled by the parties, will be settled by submission to the nearest chapter of the American Arbitration Association or similar group for binding unappealable arbitration in accordance with its current rules and procedures.

### Medical Conditions

I am subject to the following allergies or medical conditions, and I authorize EMS to disclose such allergies or medical conditions to a physician in the event I should require emergency medical care (describe allergies or medical conditions with specificity):

### Emergency Contact Information

In case of an emergency, EMS should contact the following person or people:

Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
Address: \_\_\_\_\_

I am of lawful age and legally competent to sign this document; I understand the terms herein; and I have signed this document as my own free act.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

OFFICIAL USE ONLY
Rcv By: _____
Date Accepted: _____