

WAIVER

RELEASE OF LIABILITY WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

PLEASE READ CAREFULLY

TO: SCHOOL DISTRICT #62 (SOOKE), EMCS SOCIETY, their respective Trustees, Directors, Officers, Representatives, Employees, Volunteers, Members, Participants, Contractors, Sub-Contractors and Sponsors (the “Releasees”)

I, _____ (print your name), for myself and as parent/guardian of _____ (print student’s name)(individually and collectively, the “Maker”)

Confirm that the Maker is aware that participating in the Makerspace Program at Edward Milne Community School, in Sooke, BC, involves many risks, damages and hazards including, but not limited to: personal injuries, including loss of fingers or limbs, eye sight and death, defective, dangerous or unsafe conditions of the facilities, falls, collisions with objects, materials, walls, equipment, tools or other persons, mechanical failure of tools or equipment (whether mine or the Releasees’), negligent design or manufacture of tools or equipment (whether mine or the Releasees’), mechanical failure of the equipment or tools (whether mine or the Releasees’), negligent design or manufacture of the equipment or tools (whether mine or the Releasees), failure by the Releasees to provide instructions, directors, guidance or warnings regarding the use of the supplies, equipment or tools, failure to use the supplies, equipment or tools within my own ability, negligent advice regarding the use of the supplies, equipment or tools, failure to follow manuals for the equipment or tools (whether mine or the Releasees), NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT THE MAKER FROM RISKS, DAMAGES AND HAZARDS OF PARTICIPATING IN THE MAKERSPACE PROGRAM. THE MAKER FREELY ACCEPTS AND FULLY ASSUMES ALL SUCH RISKS, DAMAGES AND HAZARDS AND THE POSSIBILITY OF INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees agreeing to the Maker’s participation in the Makerspace Program, including the use of their facilities, supplies, equipment, tools, parking and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Maker agrees for him/herself and his or her family member(s) under the age of 19 as follows:

WAIVER

1. TO WAIVE ANY AND ALL CLAIMS THAT THE MAKER HAS OR MAY HAVE IN THE FUTURE AGAINST THE RELEASEES AND TO RELEASE THE RELEASEES FROM any and all liability for any loss, damage, expense or injury, including death, that I/we may suffer or my next of kin may suffer as a result of the Maker’s participation in the Makerspace Program DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE *OCCUPIERS LIABILITY ACT RSBC 1996 C 337* IN EFFECT FROM TIME TO TIME ON THE PART OF THE RELEASEES AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO

TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT THE MAKER FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE MAKERSPACE PROGRAM ACTIVITIES REFERRED TO ABOVE.

INDEMNITY

2. THE MAKER AGREES TO INDEMNIFY AND SAVE HARMLESS THE RELEASEES from any and all liability for any damage, loss, expense or injury to the Maker, a family member of the Maker or any third party, resulting from the Maker's participation in the Makerspace Program due to any cause whatsoever, including, but not limited to, negligence on the part of the Releasees, breach of contract by the Releasees, breach of any warranty by the Releasees in respect of design, manufacture, selection, installation, maintenance, adjustment of the equipment, tools or supplies (whether mine or the Releasees'), including any duty of care owed under the *Occupiers Liability Act RSBC 1996 c 303* in effect from time to time on the part of the Releasees and the failure of the Releasees to safeguard the Maker from the risks, damages and hazards of the Makerspace Program referred to above.

SAFETY

3. In entering into this Agreement, the Maker is not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of the Makerspace Program other than what is set forth in this Agreement.

JURISDICTION

4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and any litigation relating to this Agreement is within the exclusive jurisdiction of the Courts of British Columbia.

ENUREMENT

5. This Agreement shall be binding upon the Maker and his or her heirs, next of kin, executors, administrators, successors and assigns.

CONFIRMATION

6. By signing this Agreement, the Maker confirms that he or she has had the opportunity to read his Agreement, has, in fact, read the Agreement and agrees to be bound by the terms of this Agreement.

_____(SIGN HERE) _____(DATE)
Print Name: