



Waiver, Release of Liability & Assumption of Risk

In consideration of the services of Fat Cat Fab Lab, its users of workshop spaces, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Fat Cat Fab Lab"), I hereby agree to release, indemnify, and discharge Fat Cat Fab Lab of liability, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as described below with respect to Fat Cat Fab Lab activities, including but not limited to Fat Cat Fab Lab events, fundraising events, community outreach events, classes, practice and preparation for those classes and events, at any location including but not limited to any location where such event occurs or where equipment for those classes and/or events is.

1. I acknowledge that my participation in an industrial workshop environment entails risks that are known, unknown, anticipated, and/or unanticipated that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential and/or fundamental qualities of the activity. I assume those risks and release Fat Cat Fab Lab of liability resulting from those risks. I understand and acknowledge that I am hereby relinquishing certain legal rights. The risks include, among other things: major and minor bodily injury; electrocution; exposure to harmful substances such as but not limited to corrosive acids, poisonous chemicals and gases, strong alkaline materials; collision with objects; exposure to intense radiation from lasers, UV light, electromagnetic, radio and other sources; illness; exposure to extremes of temperature and humidity; electrical arcs; injury by sharp objects; wrist, arm, neck, shoulder, and/or back injuries; slips and falls; falls from a great height; heavy falling objects; and biologically hazardous organisms. Furthermore, I understand that Fat Cat Fab Lab seeks safety, but it is not infallible, it might be unaware of a participant's fitness or abilities, it might misjudge the conditions, the current state of mind of a

participant, or status of the area, and that it may give inadequate warnings or instructions. I also understand that the equipment being used might malfunction. I expressly acknowledge, and promise to accept and assume all of these risks.

2. I acknowledge, agree, and represent that I understand the nature of an industrial workshop space and that I am qualified, in good health, and in proper physical and mental condition to participate in such activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity.
3. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
4. This agreement applies to any negligence alleged against Fat Cat Fab Lab: I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Fat Cat Fab Lab from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Fat Cat Fab Lab's equipment or facilities, including any claims which allege negligent acts or omissions by Fat Cat Fab Lab.
5. Should Fat Cat Fab Lab or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical, mental, or physical condition I may have.
7. In the event that I file a lawsuit against Fat Cat Fab Lab, I agree to do so solely in the state of New York, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be

found by a court of law to have waived my right to maintain a lawsuit against Fat Cat Fab Lab on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understand it, and I agree to be bound

I _____ (print name) do understand and agree to the terms and conditions of this agreement.

Member of, or Event Participant at Fat Cat Fab Lab Inc. Date

Board Member, Fat Cat Fab Lab Inc. Date

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of (print minor's name) ("Minor") being permitted by Fat Cat Fab Lab to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Fat Cat Fab Lab from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. I agree to all of the terms above on behalf of Minor.

Parent or Guardian's Name (Print)

Parent or Guardian's Signature Date

Board Member, Fat Cat Fab Lab Inc. Date