TEKVENTURE Incorporated, A Public Art & Technology Laboratory

An Indiana 501 (c) (3) not-for-profit corporation Interconnecting Imagination, Technology & Community
PO Box 11134. Fort Wayne. Indiana 46856 www.tekventure.org 260.341.4875

TEKVENTURE CONSENT, INDEMNITY and LIABILITY RELEASE Approved by BOD 4/3/24

I, the undersigned, for myself, minors in my care, and any and all heirs, assigns, or personal representatives of mine, do hereby agree to the following:

1. I understand TekVenture Incorporated ("TekVenture") activities, workshops, programs, premises, and membership, involve dangerous activities, machines, and events which can result in physical harm, injury or death. I understand that such dangers and risk of harms may arise as the result of my own negligence or the negligence of others. I understand that my attendance at, participation in, or physical proximity to workshops and membership exposes me to these dangers, and specifically puts me at risk of physical harm, injury, illness or death.

2. I understand my presence on the premises of TekVenture and/or my participation in any events there can expose me to dangers both from known risks and unanticipated risks. For the purposes of this Release, it is expressly understood by me that TekVenture premises includes any and all land or physical facilities under the permanent or temporary control of TekVenture, including without limitation leased real property, leased equipment, owned real property, and owned equipment.

3. Acknowledging that such risks exist, I voluntarily assume these risks, including the risk of negligent conduct by myself or others. I recognize that negligent conduct can cause property damage and personal injury, including serious injury or death. I also recognize that injuries or damages may be caused, increased, or compounded by negligent rescue operations and procedures.

4. I hereby waive, release, discharge and covenant not to sue TekVenture, UEA/SEED, or their agents, volunteers, employees, officers, members, directors, sponsors, agencies, subsidiaries, affiliates or beneficiaries (the "Released Parties"), from and against any and all claims, causes of action, liability, injuries, demands, losses, damages or expenses of any kind arising out of or in connection with any injury or damage to my person or property, including physical harm, injury, illness or death, regardless of whether negligently caused, and regardless of whether caused by any condition on the premises of TekVenture, my participation in workshops or other events sponsored by these organizations, or the conduct or negligence of any person in connection with the preparation for, supervision of, or conduct of any activity related in any manner to these organizations. I AGREE AND UNDERSTAND IF I AM INJURED OR MY PROPERTY IS DAMAGED, I HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE RELEASED PARTIES EVEN IF THEY CAUSED MY INJURY OR DAMAGES BY THEIR NEGLIGENCE.

5. I agree TekVenture and its successors and assigns shall have and own the sole and exclusive right to commercially exploit events and activities associated therewith including all rights to all photographs, video reproductions, audio reproductions, films, motion pictures, and other reproductions or depictions or any portion thereof, including without limitation descriptions, pictures, likenesses, images, name and sound of me alone or with other persons, through any and all media whether now known or hereafter discovered, and all rights to copyright, reproduce, distribute, display, perform, sell, license or otherwise dispose of same for any purpose whatsoever. I also grant to TekVenture a non-exclusive, perpetual license to use my rights of publicity (or similar), and full permission to any and all uses of my likeness, including photographs and videotape for publicity and advertising purposes without compensation.

6. I agree to abide by the Rules, Regulations, and Policies of TekVenture at all times while I am on the premises of TekVenture. I also agree to use the facilities, tools, and materials in a safe manner, to act responsibly at all times, and to follow all directions or instructions given to me by TekVenture or its agents regarding safety. I will comply with storage rules and fees and understand that if my membership lapses, my property, besides accruing storage fees, will become TekVenture property after 30 days of unpaid storage.

7. I agree to indemnify and hold harmless the Released Parties from all lawsuits, claims, damages, costs and attorneys' fees which arise out of my presence on the premises of TekVenture or out of any violations of this Agreement by me, my child, my agent or my representative. This provision shall apply regardless of whether the lawsuit, claim, damages, costs and/or attorneys' fees arise out of the negligence of any of the Released Parties

Adult Participant or
Parent/Guardian *(printed)* _____**Phone** _____

Email _____

Address, City, State, Zip_____
Minor's full name
and birth year (use back if needed): _____ _____

Emergency contact's name & phone: _____ _____

Adult Signature:_____**Date**_____

MBR I F V Grp Cash**Receipt?** **or** **EssJobber Tally$heet?** **PayPal?** Google**Cntc** **Greetg** MBR SS
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