



HIVE13 - The Cincinnati Hackerspace

2929 Spring Grove Ave.

Cincinnati, OH 45225

<http://www.hive13.org>



WAIVER & RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Minor participant's name _____

Participant's name _____

(PLEASE PRINT)

Participation in any activity at the work area provided by Sad Bee, Inc. dba Hive13 (hereafter the "Corporation"), located at 2929 Spring Grove Ave Cincinnati, OH (hereafter the "Location"), may entail risks, hazards and dangers of personal injury, death, disability, or property damage and loss (collectively and hereafter "Damages"). These risks, hazards and dangers are further increased when other persons, whether or not of the same level of experience or skill, are present at the same time and using the same facilities.

As to participation in any activity and as to any and all liability for the Damages which you or your minor child may suffer or incur, due to any cause whatsoever, while in the interior or exterior of the premises of the Location, by signing this form you hereby agree to the following:

Waiver and Release of Liability:

It is my intention to relieve the Corporation, their officers, directors, members, associates, agents, contractors, volunteers, landlords, sponsors, vendors, teachers or exhibitors, or any other person or company in any way associated with them (collectively, "Releasees"), of any duty to me or my minor child, and I assume the entire risk of any of the Damages which might occur during or as a result of my or my minor child's use of or presence at the Location; and

I release, discharge and absolve Releasees from any and all liability for any active or passive negligence whatsoever by Releasees and to waive and relinquish any claim or cause of action against Releasees for any Damages caused by any negligence of Releasees and promise not to sue or exercise any legal right to seek damages from Releasees; and

Assumption of Risks:

I know, understand, and appreciate all risks inherent to my and my minor child's participation. I hereby assert that our participation is voluntary and that I knowingly assume all such risks; and

I certify that I and my minor child have no medical condition which would cause participation in activities at the Location to be potentially hazardous to our health. In addition, I give explicit authorization for the Releasees to provide or cause to be provided such medical treatment as may be necessary or appropriate if an injury occurs while at the Location; and

Indemnification and Hold Harmless:

I agree to hold harmless and indemnify Releasees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my or my minor child's participation and to reimburse them for any such expenses incurred; and

I agree to hold harmless and indemnify Releasees from any and all liability for the Damages to any third party resulting from my or my minor child's participation in any activity, including but not limited to, the Activities while at the Location; and

Severability:

I agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Ohio and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect; and

Acknowledgment of Understanding:

I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I agree that no oral representations, statements, or inducements apart from this Agreement have been made by the Corporation or Releasees or anyone else with regard to the subject matter of this Agreement; and

I agree that this Agreement shall be effective and binding upon my heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees and assigns in the event of my injury, disability or death; and

I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

I affirm that I am at least 18 years of age, mentally competent to sign this liability waiver, and the parent and legal guardian of the aforementioned minor.

X

Signature of Participant

Date