



Guest Form

Assumption of Risk, Waiver and Release of Liability

Please Read Carefully Before Signing

Hack Factory of Minnesota, Inc., doing business as Twin Cities Maker (“Twin Cities Maker”), is a nonprofit organization that makes its work space located at 3119 East 26th Street in Minneapolis, MN (herein “Work Space” including the entire premises) available to its members and guests in order to pursue building projects using various media and technologies. As a non-member guest of Twin Cities Maker, I, the undersigned, agree that entry onto the premises and use of the Work Space is voluntary, and acknowledge such activities could be pursued at other public or private facilities, but have knowingly and willingly chosen to enter the premises and use the Work Space subject to the terms of this agreement.

I understand that entering the premises and using the Work Space, whether to work on my own projects or participate in an event or class or otherwise, involves inherent risks. These risks encompass both known and unknown hazards including but not limited to accidents arising out of use of power equipment, exposure to chemicals or other dangerous substances, and slipping and falling on floors. With that understanding, to the maximum extent allowed by law, I agree to **ASSUME ALL RISKS** for any and all property damage or personal injury, including death, sustained by me or my property that may occur while on the premises or using the Work Space, regardless of whether such damage or injury is caused in part or in whole by negligence of Hack Factory of Minnesota, Inc., d/b/a Twin Cities Makers, including its directors, officers, agents, employees, representatives, successors and assigns (“Releasees”).

On behalf of myself as well as my heirs and next of kin, and in consideration of being allowed to enter the premises and use the Work Space, I hereby **WAIVE, RELEASE, DISCHARGE, AND COVENANT NOT TO SUE** the Releasees as defined above from and for any and all liability, claims, losses, or causes of action whatsoever, known or unknown, arising out of or in any way relating to any loss, damage, or injury including death, whether caused by the negligence of the Releasees or otherwise, occurring while I am on the premises or using the Work Space or participating in any activity whatsoever at the Work Space, the intent being that this waiver, release, discharge, and covenant not to sue be interpreted as broadly as possible consistent with applicable law.

In accordance with Minnesota Law, nothing in this Assumption of Risk, Waiver and Release of Liability should be construed as an assumption of risk or waiver or release of any claims for gross negligence, willful or wanton misconduct, or reckless or intentional acts by or on the part of Releasees.

I also agree to abide by Twin Cities Maker’s shop rules and guest policies as may be adopted or amended from time to time by the organization.

I HAVE CAREFULLY READ THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS DOCUMENT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE THE RELEASEES FOR CERTAIN CLAIMS. I HAVE HAD ADEQUATE OPPORTUNITY TO CONSULT WITH AN ATTORNEY OR CHOOSE TO FOREGO SEEKING SUCH ADVICE. I ALSO REPRESENT THAT I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT.

Signature of Guest: _____ Date: _____

Print Name: _____