

THE MAKER EFFECT FOUNDATION, INC - MEMBER RELEASE FORM

THIS AGREEMENT made this _____ [number] day of _____ [month], 20____ [year], by and between The Maker Effect Foundation, Inc. (TMEF) and _____ [Print Name of Member].

In consideration for Member’s participation in the activities of TMEF, Member agrees to the following waiver and release:

1. Assumption of Risk. Member acknowledges the inherent risks in the use of tools, equipment, devices, and hazardous materials of any kind commonly used in electronics construction, fabrication, software design and other technology related activities and that Member’s participation in such activities and/or use of such tools may result in injury, illness, death or damage to Member or Member’s personal property. Further, such risks and dangers may be caused by Member or Guests or other Members. Finally, such injury, illness death or damage to Member or Member’s personal property, may arise from foreseeable or unforeseeable causes including, without limitation, electrocution, burns, impalement, or slip and fall injuries. Member hereby fully assumes all such risks and any others which arise because of Member’s association with TMEF.

2. Release of Liability. Member releases TMEF, its officers, agents, board members and assigns from any liability whatsoever arising out of any damage, loss or injury to Member or Member’s property while participating in any activity on the premises of TMEF and/or using any equipment owned by TMEF or another member or guest of TMEF regardless of whether such loss or injury is as a result of negligence of TMEF or its members, guests, agents and assigns, or is a result of some other cause.

3. Covenant Not to Sue. Member agrees that Member will not, under any circumstances, initiate any legal action against TMEF, its members, guests, agents and assigns, nor will Member assist in the prosecution of any such legal action filed by another, arising out of an injury to the person or property of Member while participating in the activities contemplated by membership in TMEF. This covenant extends to include the heirs, executors, administrators or assigns of Member.

4. Third Party Indemnification. Member indemnifies, saves and holds harmless TMEF, its members, agents and assigns from any and all losses, claims, actions or proceedings of every kind and character which may be initiated by any other persons or organizations and which arise directly or indirectly from the actions of Member while engaged in the activities contemplated by membership in TMEF. Member hereby acknowledges that Member has carefully read all of the above provisions, fully understands same, and voluntarily signs this document as a condition of membership in TMEF.

5. Photo and Video release. I grant TMEF its representatives and employees the right to take photographs or video of me and my property while at TMEF locations or while participating in TMEF meetings, events, or other functions. I authorize TMEF, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that TMEF may use such photographs or videos of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

New Member Street Address, Apt #

Desired Membership Level (OK to change in future)

New Member City, State, Zip

Emergency Contact Name

New Member Phone Number

Emergency Contact Relation to Member

New Member Email Address

Emergency Contact Phone Number

TMEF Designate (Processed by) Signature and Date

New Member Signature and Date