

IDEA|EXCHANGE[®]

OLD POST OFFICE ASSUMPTION OF RISK, RELEASE, AND INDEMNITY AGREEMENT

Welcome to the Old Post Office. Acceptance of and compliance with these provisions is required for your use of the space, tools, and equipment.

WHEREAS I wish to utilize the Makerspace and/or Creative Studios at Idea Exchange (The Cambridge Public Library Board), 12 Water Street South, Cambridge, Ontario.

IN CONSIDERATION of my use of the Makerspace and/or Creative Studios:

- 1. ASSUMPTION OF RISK:** I acknowledge that such Activities may involve risks of injury or death in connection with use of equipment, technology, supplies or tools among other risks. I acknowledge and voluntarily assume all risks of injury and/or death associated with the Activities, inherent and otherwise, and whether or not described above, including those which may result from the negligent acts or omissions of other participants, the Corporation of the City of Cambridge, or Idea Exchange and/or any of their respective councillors, directors, officers, trustees, departments, employees, volunteers, contractors, and/or agents.
- 2. RELEASE:** I, my heirs, executors, estate trustees with or without a will, administrators, successors and assigns do hereby release and forever discharge the Corporation of the City of Cambridge and Idea Exchange and all of their respective councillors, directors, officers, trustees, departments, employees, volunteers, contractors, and agents from any claims, demands, and/or causes of action, whether in law or equity, in respect of death, injury, loss or damage to my person or property, arising out of my use of equipment, technology, supplies or tools.
- 3. INDEMNITY:** I hereby undertake to indemnify and hold harmless the Corporation of the City of Cambridge, Idea Exchange and all of their respective councillors, directors, officers, trustees, departments, employees, volunteers, contractors, and agents from and against any and all liability, loss, damage or cost incurred by any or all of them arising out of, resulting from, or contributed to by my negligence in connection with the Makerspace and/or Creative Studios.
- 4. SEVERABILITY:** Each provision of this Agreement shall be severable. If any provision of it is illegal or invalid, the illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- 5. INDEPENDENT LEGAL ADVICE:** I acknowledge that I am encouraged to obtain independent legal advice prior to the execution of this Agreement and that I have either obtained same or chosen to waive such independent legal advice.
- 6. ACKNOWLEDGEMENT:** I have carefully read this Agreement and fully understand its contents. We understand that participating in the activities described above, we are assuming the risks associated with doing so. We sign it of our own free will.

Signature of User: _____ **Date:** _____

Print name of User: _____

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7. PERMISSION FOR YOUTH UNDER 16 YEARS OLD:

I give _____ (Name of Participant – Minor) permission to participate in the Program Activities described above.

Signature of Parent / Guardian: _____ Date: _____

Print name of Parent / Guardian: _____