



# Waiver of Liability and Hold Harmless Agreement (Minors/Youth)

This Release, Indemnification and Hold Harmless Agreement is executed and made effective as of the \_\_\_(day)\_\_\_ day of \_\_\_(month)\_\_\_, \_\_\_(year)\_\_\_ by Makerspace YK in favor of and for the benefit of Makerspace YK and all of its officers, directors, employees, lenders, donors, members, users, guests, volunteers and all other persons or entities acting from them.

IN CONSIDERATION OF the right to enter, use, provide or perform services and/or participate in activities operated by Releasees (“Activity”) and for other good, valuable and legal consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

## **1. Assumption of Risk.**

Releasor acknowledges that its presence, use, provision or performance of services or participation in activities at Makerspace YK, including the use of any equipment, hardware or tools may expose Releasor to certain risks including all injuries, death, property damage, or other harm could occur to Releasor or others. Releasor is voluntarily participating in the Activity with knowledge and acceptance of the substantial risks, hazards, and other dangers involved.

Releasor hereby accepts any and all risks of injury (including death) arising out of or in any way connected with the Activity, use, provision or performance of services or participation in activities at Makerspace YK, including the use of any equipment, hardware or tools, even if provided by the Releasees or by a third party.

## **2. Release.**

Releasor hereby waives, releases, and forever discharges any and all claims for direct, indirect, consequential, incidental, contractual, compensatory, tort based, punitive or any other damages or any sort arising from any cause or basis whatsoever including but not limited to personal injury, death, or property damage which Releasor and/or Releasor’s children, heirs, executors, assigns, parents, personal representatives, or estate may have or which may hereafter accrue as a result of participation in the Activity.

## **3. Indemnification.**

Releasor, to the fullest extent permitted by law, shall indemnify, defend, hold harmless, protect and defend Releasees from and against any and all liabilities, claims, damages, losses, demands, lawsuits, costs, and expenses, including (but not limited to) attorney fees, arising out of or resulting from any cause of action for any reason whatsoever including but not limited to the negligence or misconduct in connection with participation in the Activity. Should any such claim, demand, or lawsuit arise or be asserted in any way whatsoever related thereto, whether arising under the laws of Canada, any territory or province, or under any theory of law or equity, Releasor will indemnify, hold harmless and defend Releasees from any and all costs, expenses, or liability



including but not limited to the cost of any settlement or judgment made or rendered against Releasees.

**4. Waiver of subrogation.**

Releasor, on its own behalf and on behalf of any insurer that may provide coverage to Releasor, agrees to waive all rights of subrogation against Releasee for damages to personal property owned by Releasee, injury incurred by Releasee while present at or participating in activities run by Releasee, or any other cause of action whatsoever.

**5. Financial Responsibility.**

In the event that Releasor should require medical care or treatment for illness or injury sustained as a result of participation in the Activity, Releasor agrees to be the sole party financially responsible for any costs incurred as a result of such treatment. Releasor represents that adequate health insurance is in effect to cover any injury or illness suffered or damage caused while participating in the Activity.

**6. Severability.**

If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement will nevertheless be fully valid, enforceable, and unimpaired by such holding.

**7. Governing Law.**

The parties hereby agree that this Agreement is governed by Northwest Territories law. If any dispute arises concerning this Agreement, venue shall be laid exclusively in the Courts of the Northwest Territories which shall have exclusive jurisdiction over such dispute and the Parties consent to the personal jurisdiction of such courts.

**8. Rule of Construction.**

Both Releasor and Makerspace YK agree that no rule of construction requiring interpretation against the draftsman of this Agreement shall apply. The confirmed intent of this Agreement is to release the Releasees from any and all claims, known and unknown, past or future, of any cause whatsoever to the fullest extent possible.



### 9. Minor Participants

I, \_\_\_\_\_ (Parent/Legal Guardian Name), am fully aware that participation in Makerspace YK activities and programs may result in risk of personal injury or harm to a minor child. I hereby agree to release and hold harmless Makerspace YK, its officers, employees, volunteers, committees, and Board of Directors, from and against any and all liability, loss, damages, claims, or actions (including attorney's fees and court costs) for bodily injury and/or property damage, to the extent permissible by law. I understand I shall be financially responsible for any equipment damages resulting from negligent, reckless, or wrongful use. This indemnification and hold harmless agreement shall include indemnity against all costs (including, without limitation, attorney's fees and court costs), expenses, and liabilities incurred in connection with any such claim or proceeding brought thereon and in defense thereof, or other claims brought by third parties (including other participating patrons) if related to my actions.

IN WITNESS WHEREOF, The parties, by their authorized representatives, have executed this Agreement as of the Effective Date.

Releasor has had sufficient time to read this entire Agreement and acknowledges being advised to seek counsel of an attorney prior to signing and has had an opportunity to do so and has freely chosen to sign the Agreement.

BY SIGNING BELOW, RELEASOR (OR, IF PARTICIPANT IS A MINOR, PARTICIPANT'S PARENT OR LEGAL GUARDIAN) HAS READ OR REVIEWED THIS AGREEMENT AND VOLUNTARILY AGREES TO BE BOUND BY ITS TERMS.

\_\_\_\_\_  
Full Name of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Name of Parent/Legal Guardian

\_\_\_\_\_  
Relationship to Participant

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Emergency Contact Name

\_\_\_\_\_  
Emergency Contact Phone