

Citrus MakerSpace

3-23-25

Liability Waiver

The Business Center for Citrus County, Inc doing business as Citrus MakerSpace, hereinafter referred to as “Corporation” operates as a 501(c)(3), nonprofit charitable organization under the governance of the Corporation’s Bylaws dated March 8, 2023 and specifically Article VIII – Committees.

This Member Release Form is in consideration for Member’s participation in the activities of the CMS, 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 CMS.

2. Release of Liability. Member releases CMS, 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 CMS and/or using any equipment owned by CMS or another member or guest of CMS regardless of whether such loss or injury is as a result of negligence of CMS 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 CMS, 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 by membership in CMS including waiver of jury trial and arbitration. This would include imposition of attorney fees and costs to the member if CMS is sued and forced to defend this waiver in accordance with Florida law. This covenant extends to include the heirs, executors, administrators or assigns of Member.

4. Third Party Indemnification. Member indemnifies, saves and holds harmless CMS, 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 by membership in CMS. 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 CMS.

5. Photo and Video release. I grant CMS its representatives and employees the right to take photographs or video of me and my property while at CMS locations or while participating in CMS meetings, events, or other functions. I authorize CMS, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that CMS 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.

6. Harassment. CMS strictly prohibits harassment and/or discrimination against anyone at a CMS location, participating in a CMS event, participating in an online CMS channel, or in any other CMS setting. Harassment includes offensive verbal comments (related to gender, disability, physical appearance, race, religion, gender identity and expression, sexual orientation), sexual images in public spaces, deliberate intimidation, stalking, following, harassing photography or recording, sustained disruption of talks or other events, inappropriate physical contact, and unwelcome sexual attention.

7. Membership. CMS retains the right to revoke membership at CMS or participation in any CMS program or event for any reason. Completion of this form and/or acceptance of this document does not guarantee membership or participation.

SIGNATURE

PRINT NAME

DATE

INTERNAL USE ONLY
Badge: