

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as "I" or "me") desires to participate in the Makerspace (the "Activity") provided by the City of St. Helens, an Oregon municipal corporation (the "City"). In consideration of being permitted by the City to participate in the Activity, I agree to all the terms and conditions set forth in this instrument (this "Release").

The Activity is for use by the public and is part of the City's Library programming. It is a collaborative workspace where the community can gather to create, explore, and practice creative skills using shared technology. Equipment available for use within the makerspace will include items such as a laser cutter, a Cricut cutter, a sewing machine, audio and visual recording and editing equipment, and more.

I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE CITY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE CITY. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE CITY OR OTHERWISE.

I hereby expressly waive and release any and all claims, now known or hereafter known, against the City, and its employees, volunteers, and agents (collectively, "Releasees"), from any and all liability on account of injury, disability, death, or property damage arising out of or attributable to my participation in the Activity, whether arising out of the ordinary negligence of the City or any Releasees or otherwise. I covenant not to make or bring any such claim against the City or any other Releasee, and forever release and discharge the City and all other Releasees from liability under such claims.

I hereby agree to defend, indemnify, and hold harmless the City and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by/awarded against the City or any other Releasees arising out of or resulting from any claim of a third party related to my participation in the Activity.

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the City from any claim based on such treatment or other medical services.

I hereby agree to pay for any damage sustained to any equipment as a result of my participation in the Activity.

This Release constitutes the sole and entire agreement of the City and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and their respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the laws of the State of Oregon.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE CITY.

Signed: _____

Printed Name: _____

Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability.

Signed: _____

Printed Name of Parent or
Legal Guardian: _____

Date: _____