

PARTICIPANT NAME (please print): _____

HNL TOOL LIBRARY PUBLIC WORKSHOP - LIABILITY WAIVER

This Agreement is effective upon the date signed and pertains to the HNL Tool Library, Re-use HI, Re-use HI's facility, and the signee's use of this facility during Classes.

- 1. Signee agrees to be responsible for the following while operating in the Shop:**
 - a. take all reasonable precautions for her/his own safety and the safety of others.
 - b. take any and all safety trainings that are prerequisites for working in the shop or with specific tools.
 - c. return any equipment to the same condition it was found *or better*.
 - d. immediately advise a HNL Tool Library employee of any dangerous or unsafe behavior observed in any HTL facility and discontinue use of the HTL facility until the situation is made safe.
 - e. always wear safety goggles, close-toed shoes, proper clothing and ear protection when necessary.
 - f. take outlined safety precautions relevant to the machine in use and/or task in the shop area, whether s/he is currently operating equipment or not.
 - g. use of alcohol and/or illegal drugs is not allowed in the shop or classes of HTL during operating hours.
- 2. Signee understands these consequences of the following:**
 - a. any behavior deemed inappropriate by HTL staff/volunteers, including but not limited to unsafe use of HTL machinery or tools, may result in permanent revocation of membership with no right to refund.
 - b. any/all replacement costs for damage to Shop machinery due to any **misuse** by the *signee*, will be the financial responsibility of said *signee*. *"You break it you buy it."*
- 3. Signee accepts that her/his use of HTL facilities involves the following inherent risks:**
 - a. including but not limited to serious bodily injury, loss of limb, loss of sight or hearing, or death.
 - b. any such injury may create substantial social and economic loss for them and signee agrees to accept such risks as part of her/his use of HTL facilities.
- 4. Signee understands that by signing this release and waiver, s/he agrees to:**
 - a. release HTL, its employees, owners, and agents from all liability and all claims, including those arising from the negligence of HTL, losses, and damages on account of any injury to her/him or damage to her/his property.
 - b. hold harmless HTL, its employees, owners, and agents, from any and all losses and out-of-pocket costs, including, without limitation, reasonable legal fees incurred by HTL on account of any injury or damage signee may receive in connection with her/his use of the HTL facilities.
 - c. limit the maximum amount of HTL liability for damages arising out of this Agreement for any losses actually incurred, whether direct, special, incidental, consequential, economic, non-economic and punitive to that amount available under HTL applicable insurance coverage.
 - d. consent to be photographed and/or filmed at any given moment by HTL or a third party for their use; either commercial or not, or consent to reproduction/use of any images **of and by** signee and/or their child/children in relation to all library activities and classes, and release HTL, their legal representatives, and assigns from any and all claims, including financial claims, in connection with the use, reproduction, publication of the images thereof.

Signed: _____ Date: _____

Signed: _____ Date: _____

Parent or Guardian (if under 18)