

ADULT WAIVER - APPLETON MAKERSPACE

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT WARNING:

READ CAREFULLY

THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE DISTRIBUTED HACKER MAKER NETWORK INC., AKA DHMN, AKA APPLETON MAKERSPACE, AKA AMS, AND OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

IT IS STRONGLY RECOMMENDED THAT PARTICIPANTS PURCHASE INSURANCE THAT COVERS ACCIDENTS WHICH MAY OCCUR DURING ACTIVITIES WITH THE ORGANIZATION

IN CONSIDERATION of Distributed Hacker Maker Network Inc., AKA DHMN, AKA Appleton Makerspace, AKA AMS (henceforth referred to as AMS) allowing me to participate in any and all activities or events in which AMS is in any way involved (the "Activities"), I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement (the "Agreement"):

1. I hereby represent that (i) I am in proper physical condition to participate in Activities with the AMS; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my judgement in signing this Agreement. (iii) I am 18 years of age or older and legally allowed to sign binding agreements.

2. I understand and acknowledge the use of tools and materials involved in Activities involving AMS may be extremely dangerous. I understand that participation in the Activities involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; accidents involving other participants; imperfect conditions of tools and materials that may be available for my use; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the AMS or its officers; and other undefined risks and dangers which may not be readily foreseeable or are presently unknown (the "Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Activities, or the acts, inactions, or negligence of the Released Parties. I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses which I incur as a result of my participation in the Activities.

3. I agree to be familiar with and to abide by all rules and regulations established for the Activities in which I participate. I agree to not use any tools or equipment which have been designated as "Authorized Users Only" or other similar designation (the "Tool"), unless I have been granted written authorization to use that specific Tool by an officer of AMS or an officially designated trainer. I understand that I am not authorized to use any

such Tool unless an officer or designated trainer has included my name on the publicly displayed list of authorized users for that specific Tool. I also accept sole responsibility for my own conduct and actions while participating in these Activities. I accept sole responsibility for the condition and adequacy of any equipment that I choose to operate at any given time, recognizing that it may be in poor repair, defective, or not suited for any given task. I accept sole responsibility for any tool, equipment, or material I might own and supply in conjunction with the Activities. I understand that the physical environment where AMS Activities take place is by its nature dangerous to be in due to the presence of dangerous tools and materials, items stored on shelves or placed anywhere in the area, and the potential for changes in the environment as other participants act. I accept sole responsibility for my own personal safety in all ways while present at the location of Activities whether or not any other participant is present.

4. I hereby release, waiver, and covenant not to sue, and further agree to indemnify, defend and hold harmless the Released Parties, together with any organizers, promoters, sponsors, advertisers, hosts, venue and property owners upon which the Activities take place, law enforcement agencies and any other public entities providing support for the Activities, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers, with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense, including court costs and reasonable attorney's fees of any kind or nature ("Liability") which may arise out of, result from, or relate to my participation in the Activities, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, make a claim for Liability against any of the Released Parties, I will indemnify, defend, and hold harmless each of the Released Parties from any such Liability which may be incurred as a result of such a claim.

5. I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representation, statements, or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

NAME OF PARTICIPANT (PRINT): _____

SIGNATURE OF PARTICIPANT: _____

DATE: _____

NAME OF WITNESS (PRINT): _____

SIGNATURE OF WITNESS: _____

DATE: _____