

PAPR ASSEMBLY - WAIVER AND RELEASE OF LIABILITY

READ CAREFULLY. This is a release of liability and waiver of your legal rights.

1. **Definitions.** The Undersigned person who is entering upon [The Powerhouse Science Museum and MakerLab] property to engage in _ related activities shall be referred to as "Volunteer." The "Undersigned" means the Volunteer when he/she is age 18 or older OR it means both the Volunteer and the Volunteer's parent or legal guardian when the Volunteer is under the age of 18. "Released Parties" mean [The Powerhouse] and its affiliates, parents, subsidiaries, successors in interest, insurance carriers, agents, employees, representatives, assignees, officers, directors, owners, members, and shareholders. The "Activity" is the involvement in all programs, which includes, but is not limited to: [Workshop assembly of PAPR Boxes.]

2. **Assumption of Risks and Dangers.** The Undersigned understand that taking part in the Activity can be hazardous and involves the risk of physical injury and/or death. The Undersigned acknowledge and fully realize the risks and dangers of participating in the Activity. The risks and dangers of the activity include, but are not limited to:

- Bandsaw may be used to cut hose for the PAPR - there is a risk that someone could cut themselves on the bandsaw.
- Soldering Iron - volunteers might burn themselves on the soldering iron.
- Drill press - someone might put their hand in the way of the drill press and be wounded, or they might fail to properly control the object being drilled, and be injured should it spin out of control.
- Belt Sander - used to remove rough edges from hoses, volunteers might cause themselves an abrasion injury if their skin touches the belt sander.
- Laser-cutter - if the fume cupboard is opened before fumes have been removed then the volunteer might breathe in fumes that might be harmful. Safety glasses to protect from laser injury to eyes.
- Screwdrivers and hand tools - these may have sharp edges and cause puncture or other injuries.
- Sharp-edged cutting tools - volunteers might cut themselves and should be careful using edged tools such as knives or scissors.
- PVC Adhesive - PVC glue can give off harmful fumes, gloves & mask should be worn.

THE UNDERSIGNED ACKNOWLEDGE THAT THE DESCRIPTION OF THE RISKS AND DANGERS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE RISKS, INCLUDING, BUT NOT LIMITED TO THE ACTS, OMISSIONS, REPRESENTATIONS, CARELESSNESS, AND NEGLIGENCE OF THE RELEASED PARTIES. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE TO PARTICIPATE OR ALLOW MINORS TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

3. **Duties of Volunteers.** The Volunteer assumes the responsibility of maintaining control at all times while engaging in the Activity. Volunteers are responsible for reading, understanding and complying with any and all signage. Volunteers acknowledge that they have the physical dexterity, strength, and ability to workshop activities. Volunteers assume the risk of participating in the Activity in a workshop setting. Further, the Undersigned understands that a minor Volunteer may participate in the Activity.

4. **Release and Indemnification.** In consideration of the Volunteer being permitted to participate in the Activity, the Undersigned (a) unconditionally releases, forever discharges, and agrees not to sue the Released Parties from and for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage arising out of or relating to Volunteer's participation in the Activity; and (b) agree to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Volunteers' participation in the Activity.

5. **Medical Care.** Undersigned authorize the Released Parties to call for medical care for Volunteers or to transport Volunteers to a medical facility or hospital, if in their opinion, medical attention is needed. Undersigned agree to pay all costs associated with such care and related transportation.

6. **Miscellaneous.** The Undersigned agree: (a) Volunteers will not engage in any activities prohibited by any applicable laws, statutes regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of Colorado, and the exclusive jurisdiction and venue for any claim shall be located in the state courts in Archuleta County, Colorado; and (c) this agreement shall be binding for the duration of the Activity, and upon the subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS.
I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.
I AM EXECUTING THIS AGREEMENT VOLUNTARILY.

Printed Name of Volunteer

Printed Name of Parent/Legal Guardian if under 18

Signature of Volunteer

Date

Signature of Parent/Legal Guardian

Date