

Membership/Guest Agreement

Welcome, and thank you for visiting and/or joining Maker Works. In order to make your Maker Works experience the best possible for you and for all of our Members and Guests, please take your time to read this Membership/Guest Agreement ("Agreement") in its entirety. There are a number of very important items that you need to understand and to agree to as part of your visit to our new, exciting Maker Works facility.

All Guests and Members are required to complete this Agreement. Our experience has determined that it is better to provide the same Agreement to each individual visiting Maker Works. This reduces misunderstandings of our rules and requirements for all persons in the Maker Works facility. Please read this Agreement in its entirety, initial the bottom of each page and sign where required.

Tom Root, Jr.
President, Maker Works

PLEASE PRINT LEGIBLY

SECTION 1: PERSONAL INFORMATION

Member Number	
Last Name	
First Name	
Street Address	
Apt or Suite	
City, State, Zip	
Email Address	
Primary Phone	
Secondary Phone	
Emergency Contact #1: Name + Phone	
Emergency Contact #2: Name + Phone	
Date of Birth	

Our Privacy Policy is attached to this Agreement.

By executing this SECTION 1, I acknowledge and agree that:

- Maker Works may send e-mails to the e-mail address noted above.
- Maker Works has the unrestricted use of pictures, video and other media taken of me while at Maker Works for use in marketing activities of Maker Works.
- The information provided in this SECTION 1 is true and correct.

Signature of Member/Guest

Date _____

Printed Name of Member/Guest

THERE IS A FRONT & BACK TO BOTH PAGES.

- Student fills out *Section 1*.
- If student is a minor *Section 2* **MUST** be signed by parent/legal guardian.
- List the minor's name under item 6 of *Section 2*.
- Student reads & signs *Section 3*.

SECTION 2: RELEASE, INDEMNITY AND ASSUMPTION OF RISK

I understand that the Maker Works facility and the machines, equipment and materials present at the facility are potentially hazardous and may cause property damage, bodily injuries, or even fatal injuries. I also understand that the Maker Works facility and the machines, equipment and materials present at the facility present risks and dangers, including, but not limited to, risks and dangers posed by:

- Use, misuse, malfunction or defects in machines, equipment and/or materials.
- Lack of training, instruction and/or supervision.
- Lack of warning as to dangerous conditions (natural or man-made).
- The presence of, or exposure to, flammable and/or hazardous substances.
- Arc flashes or burns from welding or other equipment or substances.
- Dust and other airborne particles.
- Human error, negligence and/or careless conduct by me (or others).
- Lack of emergency medical care.

Understanding the risks and dangers, and in consideration of being permitted to become a Member or Guest of Maker Works, I agree to the following:

1. Release. I release and discharge Maker Works, and its owners, managers, employees, agents, contractors and instructors (collectively "Maker Works Representatives"), from any and all liabilities, claims, damages and causes of action whatsoever arising out of any damage, loss or injury that occurs on the Maker Works facility or as a result of any activity at Maker Works, whether such damage, loss or injury results from the negligence of Maker Works or the Maker Works Representatives, or from any other cause whatsoever.

2. Assumption of Risk. I accept and assume any and all risks and dangers of bodily injury, permanent disability, death and/or property damage, even if caused in whole, or in part, by the negligence of Maker Works or the Maker Works Representatives that may occur while I am on the Maker Works facility or engaged in any activity at Maker Works.

3. Indemnification. I agree to indemnify and hold harmless Maker Works and the Maker Works Representatives from any and all liabilities, claims, damages, losses and expenses, including attorneys' fees, which Maker Works or any Maker Works Representatives incur as a result of any claim of bodily injury, death or property damage arising from my presence or activities at Maker Works.

4. Consent to Medical Treatment. I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me, as Maker Works may deem appropriate. The release set forth in Paragraph 1 of this Section 2 extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.

5. Jurisdiction and Interpretation. I agree that exclusive jurisdiction and venue for any lawsuit arising out of this Agreement shall be the state courts located in Washtenaw County, Michigan. To the extent that any part of this Agreement is found to be invalid, void or illegal under applicable law, then any such part shall be inapplicable, and the remainder of this Agreement shall continue in full force and effect.

6. Minor Children. I agree that my minor children (listed below) may be Guests or Members of Maker Works. My minor children are: _____; _____. By my signature below, I reaffirm this Agreement on behalf of my minor children, including, but not limited to, the provisions relating to releases, assumption of risks and indemnification and agree that the terms and provisions of this Agreement shall be binding upon my minor children noted above.

7. Binding Nature. This Section 2 of this Agreement shall be binding upon my personal representatives and heirs, and shall be binding upon my minor children listed above and their personal representatives and heirs.

8. Survival. The terms and provisions set forth in this Section 2 of this Agreement shall survive and continue beyond the termination of my being a Member of Maker Works (as set forth in Section 3 below) or beyond my presence or activities as a Guest at Maker Works.

I understand and agree to the terms and provisions of this SECTION 2.

Signature of Member/Guest _____ Printed Name of Member/Guest _____ Date _____

SECTION 3: MEMBERSHIP AND MAKER WORKS RULES

1. DEFINITIONS "Member" is any person that subscribes for access to MAKER WORKS facilities, services, and or classes. "Guest" is any person accessing MAKER WORKS facilities, services, and or classes and who is not a member. "Staff" is any MAKER WORKS owner, manager, employee, agent, contractor, or instructor.
2. MEMBERSHIP AGREEMENT Terms of membership are contained in this section 3 of this agreement. Any verbal or other representation of membership terms made outside this Section 3 of this agreement are null and void and of no force and effect.
3. TERM The terms of this Section 3 of this agreement will remain in force for twelve (12) months from the date noted below. The terms and provisions of the attached "Membership Transaction Agreement" will further govern your access to the MAKER WORKS facilities and services.
4. NON-PRODUCTION USE ONLY MAKER WORKS provides the facilities to the member for the shared use of all members. The facilities are not provided as a place of business or production of commercial goods, except by specific written agreement with MAKER WORKS. Unless otherwise agreed to by MAKER WORKS, the use of the facilities for any purpose other than personal, non-commercial activities is prohibited.
5. FEES AND CHANGE OF TERMS The current membership fee is specified on the MAKER WORKS price list posted on the Maker Works website. The membership fee may be changed with thirty (30) days' notice to the members. Membership fees are due on the day set forth in the "Membership Transaction Agreement". In addition to changing the membership (as noted above), MAKER WORKS reserves the right to amend any other term or provision of this agreement from time to time, with such amendment becoming effective upon notice to the members.
6. EQUIPMENT AVAILABILITY MAKER WORKS will endeavor to make all equipment available on a regular basis. Equipment may be added, removed, or modified at any time. Unavailability of equipment is not grounds for termination of this Section 3 of this agreement. Access to equipment may be limited to allow shared use by other members.
7. OPERATION OF EQUIPMENT Failure to operate equipment in the prescribed manner is grounds for suspension of member's privileges to use specific equipment or all equipment (as determined in MAKER WORKS sole discretion). Suspension of privileges to use equipment is not grounds for termination of this Section 3 of this agreement. A member may only operate equipment that the member has been authorized to operate by MAKER WORKS staff. Specifically identified equipment will require the successful completion of a safety class prior to operation. A fee (as set forth in MAKER WORKS price list) will be charged for the initial completion of the safety class. No fee will be charged for repeat attendance of the same class. MAKER WORKS reserves the right to change the schedule and content of the safety classes and, with thirty (30) days notice, the fee structure of the safety classes.
8. GUESTS A member may bring not more than two (2) into the MAKER WORKS facility at any one time. Guests will be required to complete and execute Section 1 and Section 2 of this agreement. Guests of the members are subject to all the same rules as regular members; however, guests may not operate equipment (including computers) at any time.
9. DIRECTION OF MAKER WORKS STAFF AND ADHERENCE TO PROCEDURES Members and guests must comply with directions of MAKER WORKS staff and must also adhere to MAKER WORKS general and equipment specific Standard Operating Procedures ("SOP").
10. DAMAGE, CLEANING, AND PERFORMANCE Each Member shall maintain the Maker Works facilities and equipment in accordance with Makers Works rules and SOP. Any damage to Maker Works facilities and/or equipment must be reported to staff immediately. Any Member that damages Maker Works' facilities and/or equipment will be responsible for the cost of such repair if the damage was the result of such member's carelessness and/or failure to follow SOP. Additionally, a Member shall be responsible for the cost of repair if the damage was the result of the carelessness and/or failure to follow SOP by any guest of a member.
11. CONSUMABLES AND RAW MATERIALS Members are responsible for purchase or provision of consumables and raw materials. Maker Works may provide, but does not guarantee to provide, limited and basic tooling for some equipment. In order to maintain equipment service condition and warranties, certain consumables and raw materials must be purchased from Maker Works or to Maker Works' specifications. Staff members will provide that information upon request. Maker Works is not responsible for any aspect of materials and tooling provided by Members, and reserves the right to decline donation of materials and

tooling.

12. **HAZARDOUS MATERIALS** Hazardous materials are not allowed into Maker Works' facility without the prior written approval of Maker Works staff. Members must complete a Hazardous Materials Information Sheet ("HMIS") prior to bringing hazardous materials into Maker Works' facility. Members must also furnish a Materials Safety Data Sheet ("MSDS") for hazardous material (available from the material manufacturer). Members must remove all hazardous materials from Maker Works' facility at the end of each day unless Maker Works staff provides specific written approval.
13. **LOCKERS AND CARTS** A limited numbers of lockers and carts are available for rental from Maker Works for an additional charge. A Member shall be responsible for securing all items stored in a locker or cart and Maker Works shall have no liability for any loss or damage that a Member may experience when storing items or materials in any such locker or cart.
14. **VACATING FACILITY** In the event a Member fails to maintain his/her membership in good standing, such Member must vacate the Maker Works facility and remove all of such Member's materials from the Maker Works facility within 7 days of written notice from Maker Works.
15. **ASSIGNMENT** Membership to Maker Works is personal to the Member and may not be assigned at any time.
16. **USE OF FACILITIES AND COMPLIANCE WITH LAW** Maker Works' facility and property shall be used only for lawful purposes. Only property owned by or in the custody of a Member may be brought into and stored in the Maker Works facility. The Maker Works facility and equipment may only be used for activities permitted by Maker Works. Maker Works reserves the right to prohibit (as determined in its sole discretion) certain equipment or materials from being brought into the Maker Works facility and further reserves the right to prohibit (as determined in its sole discretion) certain activities from occurring at the Maker Works facility, including, without limitation, firearms and/or work related to firearms.
17. **NON LIABILITY OF MAKER WORKS AND INSURANCE OBLIGATION OF MEMBER** Member is responsible for maintaining his/her own personal health, property and liability insurance while in Maker Works' facility. Maker Works is at no time responsible for the acts, omissions and/or property of any Member (whether such property is owned or in the custody of such Member).
18. **DEFAULT, ABANDONMENT, REMEDIES, AND LIENS** In the event a Member maintains an outstanding balance on Maker Works fees or charges for over 30 days, or has violated any other provision of this Agreement, such Member will be considered in default of this Agreement. Any Member in default of this Agreement consents to Maker Works taking any lawful remedial actions to collect outstanding amounts owing to Maker Works, including, but not limited to, disposal of such defaulting Members personal property located at Maker Works' facility. Any Member in default of this Agreement will be responsible for all collection costs, including reasonable attorneys fees.
19. **CONSULTING/ASSISTING** The Maker Works staff is available for general consultation or assistance regarding a Member's project and/or the Maker Works' equipment and facilities. For an additional fee (specified on the Maker Works price list) a Member may make arrangements for more extensive consultation and/or assistance with a specific project. Any extended consultation and/or assistance will be provided in a commercially reasonable manner; however, Maker Works shall not have control over, charge of, or responsibility for the design, engineering, methods, techniques, sequences or procedures in connection with a Member's project.

I understand and agree to the terms and conditions of this SECTION 3.

Signature of Member/Guest

Date

Printed Name of Member/Guest