

Columbia Gadget Works Guest Release Form

THIS AGREEMENT made this ___ day of _____, 20___, by and between Columbia Gadget Works (CGW) and _____ (Guest). In consideration for Guest's participation in the activities of CGW, Guest agrees to the following waiver and release:

1. Assumption of Risk Guest acknowledges that participation in an industrial workshop environment entails risks that are known, unknown, anticipated, and/or unanticipated that could result in physical or emotional injury, illness, death, or damage to Guest, to Guest's property, or to third parties. Guest understands that such risks cannot be eliminated without jeopardizing the essential and/or fundamental qualities of the activity. Furthermore, Guest understands that CGW seeks safety but is not infallible; it might be unaware of a participant's fitness or abilities, it might misjudge the conditions, the current state of mind of a participant, or status of the area, and that it may give inadequate warnings or instructions. Guest understands that the equipment being used might malfunction. Guest hereby fully assumes all such risks and any others which arise because of Guest's association with CGW.

Guest acknowledges that participation in this activity is purely voluntary and elects to participate in spite of the risks. Guest understands and acknowledges that they are hereby relinquishing certain legal rights.

2. Release of Liability Guest releases CGW, its officers, agents, board members and assigns from any liability whatsoever arising out of any damage, loss, or injury to Guest or Guest's property while participating in any activity on the premises of CGW and/or using any equipment owned by CGW or another Guest or Member of CGW regardless of whether such loss or injury is as a result of negligence of CGW or its Guests, members, agents and assigns, or is a result of some other cause.

3. Covenant Not to Sue Guest agrees that Guest will not, under any circumstances, initiate any legal action against CGW, its Guests, members, agents and assigns, nor will Guest assist in the prosecution of any such legal action filed by another, arising out of an injury to the person or property of Guest while participating in the activities contemplated by being a guest of CGW. This covenant extends to include the heirs, executors, administrators or assigns of Guest.

4. Third Party Indemnification Guest indemnifies, saves and holds harmless CGW, its Guests, members, agents and assigns from any and all losses, claims, actions or proceedings of every kind and character which may be initiated by any other persons or organizations and which arise directly or indirectly from the actions of Guest while engaged in the activities contemplated by being a guest of CGW.

Guest hereby acknowledges that Guest has carefully read all of the above provisions, fully understands same, and voluntarily signs this document as a condition of being a guest of CGW.

Guest Signature

Date