

# Release and Waiver of Liability

In consideration of the services of Company Gizmo-CdA, Inc, and its affiliate North Idaho College, its agents, owners, officers, volunteers, participants, parent, sister or subsidiary corporations (hereinafter collectively Gizmo-CdA, Inc), I hereby agree to release and discharge Gizmo-CdA, Inc on behalf of myself, my parents, my heirs, assigns, personal representative and estate as follows:

1. **Inherent Risks:** I acknowledge that any activity outdoors or inside at a makerspace such as Gizmo-CdA, entails known and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I also understand and acknowledge that failing to use or properly use safety type equipment increases my risk of injury or of not surviving an accident or incident while participating in these activities.
2. **Express Assumption of Risk:** As lawful consideration for being allowed to participate in activities offered by Gizmo-CdA, Inc, I expressly agree and promise on behalf of myself and any of the children for which I am responsible, to accept and assume all the risks existing in this activity. My/our participation in this activity is purely voluntary, and I/we elect to participate in spite of the risks.
3. **Indemnity:** Should Gizmo-CdA, Inc or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree on behalf of myself and any of the children for which I am responsible to indemnify and hold them harmless (in other words, I agree to pay for...) for all such defense fees and costs.
4. **Personal Skill & Insurance:** I certify that I/we have no medical, mental or physical conditions which could interfere with my/our safety or ability to participate in these activities, or else I/we are willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I/we further certify that I/we have adequate insurance to cover any injury, damage or emergency transportation or search and rescue costs I/we may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs ourselves.
5. **Photographic Assignment:** I understand that Gizmo-CdA, Inc reserves the right to take photographic or film (of whatsoever nature) records of any or all of its activities or trips and on behalf of myself and any of the children for which I am responsible I/we hereby agree that Gizmo-CdA, Inc may use such records for promotional and/or commercial purposes without any remuneration to me. By submitting this form I hereby give permission for my picture and any of the children for which I am responsible for pictures to be used by Gizmo-CdA, Inc on their website, social media accounts, or any other publication in conjunction with Gizmo-CdA programming, with the understanding that his/her name will not be used with the photo nor will he/she be identified in any other way. I/we hereby assign all right, title and interest I/we may have in or to any and all media in which my name or likeness might be used by Gizmo-CdA, Inc.

6. **Park and Beach:** I grant the right of Gizmo-CdA on behalf of myself and any of the children for which I am responsible for to take said children outside to the beach or park during their camp involvement.

7.

**By signing this document, I acknowledge for myself and any of the children for which I am responsible that if anyone is hurt or property is damaged during my participation in this activity, I/we may be found by a court of law to have waived my/our right to maintain a lawsuit against Gizmo-CdA, Inc on the basis of any claim from which I/we have released them herein.**

**I/WE HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I/WE HAVE READ AND UNDERSTOOD IT, AND I/WE AGREE TO BE BOUND BY ITS TERMS.**