**MAKER HUB WAIVER**

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY**

I acknowledge that the use of George Fox University property, including but not limited to, the equipment and tools (collectively “equipment”) contained within the Maker Hub, carries with it, certain inherent risks of serious harm. I understand that I may be exposed to sharp edges, hot surfaces, mechanical impacts, harmful chemicals, and high voltage equipment. I further acknowledge that my use of this equipment could result in harm to others or myself including but not limited to property damage, bodily injury, permanent disability, paralysis, and death. The risk of injury may result from my use of the equipment, the unavailability of emergency medical care, and/or lack of immediate supervision and response by George Fox University staff. I knowingly and freely assume all such risks, both known, and unknown, and assume full responsibility for my use of the Maker Hub equipment. I am physically and mentally capable of using the equipment and agree to assume the inherent risks therein.

**COMPLIANCE WITH INSTRUCTIONS**

George Fox University staff provides safety instruction and training regarding the safe use of equipment to reduce the risk of potential harm. I acknowledge that I have understood and completed the safety orientation for the Maker Hub and will complete all necessary safety and training procedures prior to my use of the equipment. I recognize that it is my sole responsibility to obey all safety instructions completely and faithfully in order to ensure my safety. I further agree to abide by the safety instructions and any additional safety instructions and/or direction provided by George Fox University staff including student supervisors. I agree, while utilizing the equipment, that I shall wear any and all necessary or recommended personal protective equipment.

**SEVERABILITY**

The undersigned further expressly agrees that this waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the State of Oregon and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**AGREEMENT TO ARBITRATE DISPUTES**

In the event of any dispute pertaining to any provision of this agreement, including any claim for personal injury or other loss, including any claim against George Fox University, the George Fox University board of trustees, employees, student supervisors, instructors, volunteers, agents, and all others who are involved (collectively “George Fox University”). Each party hereto agrees to submit to binding arbitration to resolve such disputes, to be arbitrated here pursuant to ORS 36.400 et. seq., without regard to any damage limitation and UTCR Chapter 13. The parties shall agree upon a single arbitrator or both parties will select an arbitrator who will select a third who individually will conduct the arbitration. In the event either party to this agreement incurs any expense as a result of the other party’s failure to comply with any provision of this agreement, the non-complying party shall be liable for reimbursement of any and all such expenses or attorney fees directly or indirectly related to failure to comply. In the event any legal action or proceeding occurs which is in any manner related to or pertaining to this agreement, attempting to challenge in a non-arbitral forum such as a court of law the validity or application of this agreement, the party who substantially prevails in that court or non-arbitral proceeding shall be entitled to receive reasonable costs of such action or proceeding including attorney’s fees. In the arbitration itself, each party shall bear its own attorneys’ fees. The following disclosures are intended to help you thoroughly understand the signiﬁcance of agreeing to arbitrate any controversy, or claim, or issue in any controversy or claim, which may arise between the undersigned client and the attorney:

A) Arbitration shall be final and binding on the parties. B) The parties hereto are waiving their right to seek remedies in court, including the right to jury trial. C) The arbitrator’s award is not required to include factual findings or legal reasoning and any party’s right to appeal or to seek modification of rulings by the arbitrator is strictly limited. D) The arbitrator will typically be an attorney or judge, active or retired. By signing below, you are signifying understanding and acceptance of the provisions of this agreement.

**ACKNOWLEDGEMENT**

In consideration of permission to use, today and all future dates, the property, equipment, and services of the George Fox University Maker Hub, I, the undersigned, hereby release, indemnify, and hold George Fox University harmless from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney fees brought as a result of any loss, damage, or injury including but not limited to suffering and death, that may be sustained by myself, or to any property belonging to me, whether caused by the negligence or carelessness of the releasees, or others and assume full responsibility for my operation of the equipment in the George Fox University Maker Hub.

**I HAVE CAREFULLY READ THIS WAIVER, FULLY UNDERSTAND AND ACCEPT THESE TERMS, AND REALIZE THAT IT RELATES TO SURRENDERING AND RELEASING VALUABLE LEGAL RIGHTS AND DO SO FREELY AND VOLUNTARILY.**

**I ACKNOWLEDGE THAT I AM 18 YEARS OF AGE OR OLDER, OR I QUALIFY TO SIGN THIS WAIVER UNDER MY OWN AUTHORITY AS AN ELIGIBLE STUDENT CURRENTLY ATTENDING A POSTSECONDARY INSTITUTION AT ANY AGE.**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent or legal guardian signatures are required for any minor who is not currently attending George Fox University.

Parent/Guardian Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_