

NorthCoast Community Woodshop, LLC.

Release and Waiver of Liability

This release and Waiver of Liability (the "Release") executed on this _____ day of _____, 20__ , by North Coast Community Woodshop, LLC, a nonprofit company, its directors, officers, employees, and agents (collectively, "NCCW"), organized and existing under the laws of the State of Ohio, USA.

I, the member, volunteer and / or guest, desire to participate in NCCW activities as a member, volunteer and / or guest, of NCCW. I understand that the activities may include but are not limited to meetings, construction of personal, group and / or community projects, on-site and off-site and other participatory related activities.

1. Waiver and Release. I, the member, volunteer and / or guest, release and forever discharge and hold harmless NCCW and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my participation with NCCW.

I understand and acknowledge that this Release discharges NCCW from any liability or claim that I, the member, volunteer and / or guest, may have against NCCW with respect to any bodily injury, personal injury, illness, death, or property damage that may result from my participation with any NCCW activities. I also understand that NCCW does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance, in the event of injury, illness, death, or property damage (see insurance requirements below.)

2. Insurance. I, the member, volunteer and / or guest, understand that NCCW does not carry or maintain, and expressly disclaims responsibility for providing any health, medical, or disability insurance coverage for the member, volunteer and / or guest. EACH MEMBER, VOLUNTEER AND / OR GUEST IS EXPECTED AND ENCOURAGED TO ARRIVE WITH MEDICAL OR HEALTH INSURANCE AND COVERAGE IN EFFECT.

3. Medical Treatment. Except as otherwise agreed to by NCCW in writing, I hereby release and forever discharge NCCW from any claim whatsoever that arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my time with NCCW or for NCCW.

4. Assumption of the Risk. I understand that my time with NCCW may include activities that may be hazardous to me, including, but not limited to, construction activities, loading and unloading of heavy equipment and materials and the use of manual and powered high speed wood cutting tools and machines. So, I recognize and understand that my time with NCCW may, in some situations, involve inherently dangerous activities. I hereby expressly and specifically assume the risk of injury or harm in these activities and release NCCW from all liability for injury, illness, death, or property damage resulting from the activities of my time with NCCW or for NCCW.

5. Photographic Release. I grant and convey unto NCCW all rights, title, and interest in any and all photographic images and video or audio recordings made by NCCW during my activities with NCCW, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. Other. I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Ohio in the United States of America, and that this Release shall be governed by and interpreted in accordance with the laws of this State. I agree that in the event that any clause or provision of the Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of the Release, which shall continue to be enforceable.

This Release and Waiver of Liability is valid for one year from the date of signature below.

To express my understanding of this Release and Waiver of Liability, I sign here below with a witness:

Name: (please print) _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: (H) _____ (W) _____ (C) _____

E-mail: _____

Signature: _____ Date: _____

Witness: Name: (please print) _____

Signature: _____ Date: _____