

DECATUR MAKERS, INC.

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as "**I**" or "**me**") desires to participate in the activities or space provided by Decatur Makers, Inc., a Georgia nonprofit corporation, with offices located at [605 W. Ponce de Leon Avenue, Decatur, Georgia 30030] (the "**Nonprofit**"). As lawful consideration for being permitted by the Nonprofit to participate in such activities or in such space provided, I agree to all the terms and conditions set forth in this agreement (this "**Agreement**").

ASSUMPTION OF RISK: I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE NONPROFIT. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE NONPROFIT OR OTHERWISE.

RELEASE OF LIABILITY: I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against the Nonprofit, and its officers, directors, employees, agents, affiliates, successors and assigns (collectively, "**Releases**"), on account of injury, death or property damage arising out of or attributable to my participation in the activities provided by the Nonprofit, whether arising out of the negligence of the Nonprofit or any Releases or otherwise. I covenant not to make or bring any such claim against the Nonprofit or any other Release, and forever release and discharge the Nonprofit and all other Releases from liability under such claims.

THIRD PARTY INDEMNIFICATION: I shall defend, indemnify and hold harmless the Nonprofit and all other Releases against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, arising out of or resulting from any claim of a third party related to the Nonprofit's activities contemplated by this Agreement.

GENERAL: This Agreement constitutes the sole and entire agreement of the Nonprofit and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Nonprofit and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

[SIGNATURE PAGE TO FOLLOW]

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE NONPROFIT.

Signed:

Printed Name:

Address:

Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability.

Signed:

Printed Name of Parent or Legal
Guardian:

Address:

Date: _____