



# EAST TROY

COMMUNITY SCHOOL DISTRICT

Committed to the Growth & Success of Each Student, Each Year

## FABRICATION LABORATORIES/TECH ED AREA COMMUNITY MEMBER WAIVER AND RELEASE AGREEMENT

In consideration for the participation of: \_\_\_\_\_ ("Participant") in the Fabrication Laboratories Program

("Fab Lab and Tech Ed Area") and Tech Ed Area offered by the East Troy Community School District ("District"), Participant agrees to the following. If Participant is a minor, then \_\_\_\_\_, the lawful parent(s)/guardian(s) of Participant ("Parent"), agrees to the following:

1. **Assumption of Risks.** Participant (and Parent, if applicable) understand that work performed in the Fab Lab and Tech Ed Area, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Some of these involve exertions of strength using various muscle groups, some involve sustained physical activity and others involve the use of various equipment and/or machines. The specific risks Participant may be exposed to from participating in the Fab Lab and Tech Ed Area can include, but are not limited to: (1) head, neck, mouth and shoulder injuries; (2) elbow, arm and hand injuries; (3) back and hip injuries; (4) knee, leg, foot and ankle injuries; (5) minor injuries, such as scratches, bruises, sprains and 1st-degree burns; (6) major injuries, such as arthritis, broken bones, fractures, internal injuries, ligament injuries, tendinitis, pinched nerves, amputation, heart attacks and 2nd- and 3rd-degree burns; (7) catastrophic injuries, such as paralysis or death; (8) injuries resulting from equipment misuse or malfunction; (9) injuries resulting from machinery misuse or malfunction; as well as (10) property loss or damage.

Participant (and Parent, if applicable) are advised to seek the advice of a physician before Participant participates in the Fab Lab and Tech Ed Area. Participant (and Parent, if applicable) are further advised to have health and accident insurance in effect and that no such coverage is provided for by the District. Participant (and Parent, if applicable) know, understand and appreciate the risks that are inherent in the Fab Lab and Tech Ed Area and hereby assert that Participant's participation in the Fab Lab and Tech Ed Area is voluntary and that Participant (and Parent, if applicable) knowingly assume all such risks.

2. **Emergency Medical Needs.** If Participant is sick, injured or otherwise requires medical intervention, Participant (and Parent, if applicable) authorize the District, its officers, employees, agents and volunteers, to take such action as they consider necessary to secure appropriate medical treatment and/or transportation. Participant (and Parent, if applicable) shall defend, hold harmless, indemnify and release the District, its officers, employees, agents and volunteers, from and against any and all claims, demands, actions or causes of action of any sort on account of damage to personal property, personal injury or death which may result from emergency medical/hospital care or treatment that may be rendered pursuant to this authorization. Participant (and Parent, if applicable) shall be responsible for all necessary charges incurred by any hospitalization or treatment rendered pursuant to this Agreement.

3. **Monetary Obligations.** Participant (and Parent, if applicable) understands that he/she may be responsible for supplying and/or for all fees and costs associated with personal equipment and/or supplies Participant uses while participating in the Fab Lab and Tech Ed Area, other than costs associated with the basic operation and maintenance of District owned machinery. All equipment and supplies furnished by Participant for use in the Fab Lab and Tech Ed Area shall be compliant with Federal and State law, as well as District policies, rules and regulations; and shall be appropriate for use in the Fab Lab and Tech Ed Area and/or for use with District owned machinery. Participant (and Parent, if applicable) is responsible and liable for any and all injuries, whether personal or to property, that may result from the use of his/her individually or independently furnished equipment and supplies. Participant is only permitted to use District-owned machinery while participating in the Fab Lab and Tech Ed Area and/or while in District facilities. Participant is not permitted to bring individually or independently owned machinery onto District property. Participant (and Parent, if applicable) agree to assume the obligations for the expenses of repair and/or replacement of District owned equipment, machines and facilities that is attributable to Participant's intentional and/or negligent behavior or conduct.

4. **Use and Release of Information.** Photographs and/or statements may be taken of and/or from Participant (and Parent, if applicable) while participating in the Fab Lab and Tech Ed Area, to be used as teaching tools or marketing materials on the web and in print. Participant (and Parent, if applicable) consents to such use of statements and photographs of Participant (and Parent, if applicable).

5. **Participant Conduct.** Participant (and Parent, if applicable) understands that the Fab Lab and Tech Ed Area may not be supervised by District officers, employees, agents or volunteers and understand that Participant participates in the Fab Lab and Tech Ed Area at his/her own risk. Participant (and Parent, if applicable) agree to abide by the District's policies, rules and regulations when participating in the Fab Lab and Tech Ed Area. The rules and regulations of the District include, but are not limited to, District-provided training, directions and guidelines for the use and operation of District owned equipment, machinery and facilities. Participant (and Parent, if applicable) understands that he/she may not use the Fab Lab and Tech Ed Area for commercial efforts without express written consent from the District. Participant (and Parent, if applicable) further understands that participation in the Fab Lab and Tech Ed Area is voluntary and that Participant may be removed from the Fab Lab and Tech Ed Area or District facilities, for any violation of District policies, rules or regulations and/or for any other reason deemed appropriate by the District. If directed, Participant (and Parent, if applicable) may be required to pass a criminal background check, safety test, and other preconditions established for community participation in the Fab Lab and Tech Ed Areas.

6. **Waiver and Release of Claims.** In consideration of Participant's voluntary participation, and/or Parent's permission for Participant to voluntarily participate, in the Fab Lab and Tech Ed Area, Participant (and Parent, if applicable), for himself/herself, his/her heirs, personal representatives or assigns, and/or on behalf of Participant, shall defend, hold harmless, indemnify and release the District, its officers, employees, agents and volunteers, from and against any and all CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION OF ANY SORT ON ACCOUNT OF DAMAGE TO PERSONAL PROPERTY OR PERSONAL INJURY OR DEATH WHICH MAY RESULT FROM PARTICIPANT'S PARTICIPATION IN THE FAB LAB AND TECH ED AREA. THIS RELEASE INCLUDES ALL CLAIMS AGAINST THE DISTRICT, ITS OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS, BUT EXPRESSLY DOES NOT INCLUDE CLAIMS BASED ON THEIR RECKLESS AND INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE. Participant (and Parent, if applicable) understand that by signing this Agreement, he/she is releasing claims and giving up substantial rights, including his/her right to sue.

7. **Governing Law.** This Agreement is entered into and shall be governed by the laws of the State of Wisconsin without regard for conflict of laws principles. Furthermore, any legal proceeding involving the negotiation, interpretation or enforcement of this Agreement shall be venued at the District's sole election, in the circuit courts of Walworth County, Wisconsin. If any part of this Agreement is illegal, the rest of this Agreement shall stay in force and effect to the extent that it is compliant with applicable law.

8. **Miscellaneous.** PARTICIPANT (AND PARENT, IF APPLICABLE) UNDERSTAND THAT HE/SHE IS BEING ASKED TO READ EACH OF THE ABOVE PARAGRAPHS CAREFULLY AND UNDERSTAND THEIR IMPACT AND EFFECT. PARTICIPANT (AND PARENT, IF APPLICABLE) ACKNOWLEDGE THAT IF HE/SHE WISHES TO DISCUSS, NEGOTIATE OR BARGAIN OVER ANY OF THE TERMS CONTAINED IN THIS AGREEMENT, PRIOR TO SIGNING IT, HE/SHE MAY CONTACT Mr. Kevin Kitslaar (High School Principal) at 262-642-6760 (5222).

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent/Guardian, if applicable: \_\_\_\_\_ Date: \_\_\_\_\_