
SkullSpace Winnipeg Inc.

MEMBERSHIP AGREEMENT

Personal Information of Member	
Name:	
Email:	
Payment amount:	Min: \$40 (or \$20 for students)

SkullSpace operates on a pay-what-you-can basis, with the minimum monthly membership fee set at \$40. Students attending a valid educational institution are eligible for a reduced monthly membership fee of \$20. Your generosity is greatly appreciated, and all monies go directly into supporting our organization.

ATTENTION: BY SIGNING THIS LEGAL DOCUMENT, YOU GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY.

Waiver of Liability and Hold Harmless Agreement: IN CONSIDERATION of being accepted as a member of SkullSpace Winnipeg Inc. (“SkullSpace”) and of being granted the rights and privileges of membership in **SkullSpace**, I hereby covenant and agree with **SkullSpace** as follows:

Assumption of Risk, Waiver and Indemnity

Acknowledgement of risk — I acknowledge that participating in SkullSpace and using its premises (the “Hackerspace”) carry with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another. The risks include, but are not limited to 1) minor injuries such as scratches, burns, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, dismemberment, heart attacks, and concussions to 3) **catastrophic injuries including paralysis and death.**

Voluntary assumption of risk — I have read the previous paragraph and I understand and appreciate these and other risks that are inherent in my participation in SkullSpace and in my use of the Hackerspace. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Waiver — I hereby agree to **waive, and to release and discharge SkullSpace and its board of directors** (“the board”), from any and all claims for any loss or personal injury that might arise from my participation in SkullSpace or my use of the Hackerspace, **even in the case of negligence on behalf of the board.** I agree not to sue the board in respect of any such claim.

Indemnity — I also agree to indemnify and hold SkullSpace and the board harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in SkullSpace or my use of the Hackerspace, and to reimburse them for any such expenses incurred.

Liability for deductible amount under insurance claim

Liability for deductible under insurance claim — If

- I am responsible for any loss or injury to any person as a result of my participation in SkullSpace or the use of the Hackerspace by me or any guest of mine, and
- the loss or injury results in a claim under an insurance policy held by SkullSpace,

I acknowledge that I am expected to pay SkullSpace, upon demand by the board, or by an officer of SkullSpace as authorized by the board, the amount of the deductible under the insurance policy. Failure to do so is cause for suspension or revocation of my membership.

Confidentiality

Confidentiality agreement — I hereby agree not to disclose to any person, other than another member of SkullSpace, any personal information obtained by me as a member of SkullSpace about another member or any financial information disclosed to me as a member of SkullSpace, unless —

- specifically authorized to do so by the board or by an officer of SkullSpace, or
- required by law to do so.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE, AGREE, AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand its terms, understand that I have given up substantial rights by signing it, and sign it voluntarily as my own free act and deed; no oral representations, statements, inducements, or assurances, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and legally competent; and I execute this agreement for full, adequate, and complete consideration fully intending to be bound by same. Signed and witnessed as follows:

_____ Date

_____ APPLICANT for Membership

_____ WITNESS

_____ (print name)

_____ (print name)

Notice of change of address, etc.

Notification — I agree to promptly notify the Secretary of SkullSpace, in writing, of any change in my personal information set out above.

Severability

Severability — I further agree that the assumption of risk, waiver and indemnity provisions of this agreement are intended to be as broad and inclusive as is permitted under the laws of Manitoba. If any of those provisions is held by a court to be invalid, I agree the remaining provisions shall nevertheless continue in full legal force and effect.

Binding on others

I agree that this membership agreement is binding not only on me, but also on my legal representatives, heirs, successors and assigns. It enures to the benefit of SkullSpace and its successors and assigns, and to the members of the board from time to time and their successors and assigns.