Assumption of Risk, Waiver and Release of Liability

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Assumption of Risk, Waiver and Release of Liability

The Joinery, LLC

Please read carefully before signing.

This is a reference copy. The version you accept at membership signup and at class checkout is the Waiver & Release of Liability; the wording is identical.

The Joinery, LLC is a limited liability company located at 8508 Fairway Pl, Middleton, WI 53562, (hereinafter **"The Joinery"**).

The Joinery is defined to include the following: (1) the entire premise, including the real estate and structure at the location; (2) the personal property/tools in or on the premise; (3) the business operated at the premise, including but not limited to any instructions, whether done individually or in a group, and (4) the individual members/owners of the LLC, namely Steven Ricks and Gary Bewick.

The purpose of The Joinery is to make available to its membership and their guests (hereinafter membership and their guests shall be referred to solely as **"guest"**) various tools, equipment, supplies, etc. in order to build a project or projects of their choosing.

I, as a guest of The Joinery, hereby acknowledge that the various tools, equipment, supplies, etc. to be used are dangerous.

I, as a guest of The Joinery, agree that entry onto the premises and use of The Joinery is voluntary, and acknowledge that I have knowingly and willingly chosen to enter the premises and use The Joinery subject to the terms of this agreement.

I further understand that entering the premises and using The Joinery involves inherent risks. These risks encompass both known and unknown hazards including but not limited to accidents arising out of use of power equipment, exposure to chemicals or other dangerous substances, and slipping and falling on floors. With that understanding, to the maximum extent allowed by law, I agree to **ASSUME ALL RISKS** for any and all property damage or personal injury, including death, sustained by me or my property that may occur while on the premises or using The Joinery.

Unless otherwise noted herein, my assumed risks include all risks, whether such damage or injury is caused in part or in whole by my negligence or the negligence of The Joinery including its members/owners, directors, officers, agents, employees, representatives, successors and assigns (hereinafter **"Releasees"**).

On behalf of myself as well as my heirs and next of kin, and in consideration of being allowed to enter the premises and use The Joinery, I hereby **WAIVE, RELEASE, DISCHARGE, AND COVENANT/PROMISE NOT TO SUE** The Joinery as defined above from and for any and all liability, claims, losses, or causes of action whatsoever, known or unknown, arising out of or in any way relating to any loss, damage, or injury including death, whether caused by the negligence of the Releasees or otherwise, occurring while I am on the premises or using The Joinery or participating in any activity whatsoever at The Joinery, the intent being that this waiver, release, discharge, and covenant/promise not to sue be interpreted as broadly as possible consistent with applicable law.

In accordance with Wisconsin Law, nothing in this Assumption of Risk, Waiver and Release of Liability should be construed as an assumption of risk or waiver or release of any claims for gross negligence, willful or wanton misconduct, or reckless or intentional acts by or on the part of Releasees.

Also, in accordance with Wisconsin Law, I further acknowledge that The Joinery is an LLC, and understand that in addition to this Assumption of Risk, Waiver and Release of Liability agreement, the LLC offers limited liability protection to all its members/owners, similar to that accorded shareholders of corporations.

Each provision of this Agreement shall be considered separable, and if for any reason any provision or provisions of this Agreement are determined to be invalid or contrary to any existing or future law, the invalidity shall not affect or impair the operation of those portions of this Agreement that are valid.

I HAVE CAREFULLY READ THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS DOCUMENT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE THE RELEASEES FOR CERTAIN CLAIMS. I HAVE HAD ADEQUATE OPPORTUNITY TO CONSULT WITH AN ATTORNEY OR CHOOSE TO FOREGO SEEKING SUCH ADVICE. I ALSO REPRESENT THAT I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT.

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