

**IU1 Fab Lab and Mobile Fab Lab  
LIABILITY RELEASE AND PUBLICITY RELEASE FORM**

**PART 1 – PARTICIPANT INFORMATION**

*(Please complete form below. Thank you for printing neatly.)*

Name of Participant \_\_\_\_\_ Age \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Occupation and Employer Name: \_\_\_\_\_ Address \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Name of Parent/Guardian \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Address of Participant \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Address of Parent/Guardian \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Emergency Contact Name (other than Parent/Guardian) \_\_\_\_\_ Phone \_\_\_\_\_

**PART 2 – LIABILITY RELEASE**

**ACTIVITIES.** The IU1 Fab Lab and mobile Fab Lab offer access to facilities, tools, equipment, materials and/or other resources for digital innovation, invention and fabrication as well as related services and educational opportunities, events and/or activities, including without limitation on-site facilities, mobile facilities, power and hand tools such as but not limited to hammers, drills, files, and cutting tools, brakes, shears, lathes, soldering equipment, heat guns, manual and CNC mills, 3d printers, laser cutters, CNC plotter knives, glues, epoxies, metals, woods and plastics, instructional classes, training opportunities, learning experiences, innovation activities, hands-on experiences, collaboration sessions and other individual and/or group activities and opportunities, including opportunities to produce a prototype(s), product(s) or other results (collectively, the “Activities”).

**ASSUMPTION OF RISK.** I understand that participation in the Activities may involve inherent risks and dangers of accidents, emergency treatment, property loss or damage, serious personal and bodily injury, and death. These may result not only from my or my child’s/minor’s own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, or the condition of the facilities, tools, equipment, materials or vehicles. Further, there may be other risks not known to me or reasonably foreseeable at this time. I understand and I have considered the risks involved, and I voluntarily and freely choose to assume these risks for myself and/or on behalf of my child(ren)/minor(s) for whom I am legally responsible identified in Part 1 above (“Minor Child”).

**RELEASE.** I UNDERSTAND THAT THERE ARE RISKS, AS WELL AS BENEFITS, ASSOCIATED WITH THE ACTIVITIES. IN CONSIDERATION OF THE BENEFITS AND WITH INFORMED CONSENT, I, FOR MYSELF AND/OR MY MINOR CHILD IDENTIFIED IN PART 1 ABOVE WHO IS PARTICIPATING IN THE ACTIVITIES, AND THOSE ACTING ON MY/OUR BEHALF, MY/OUR HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, REPRESENTATIVES, INSURERS AND ASSIGNS, HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE AND COVENANT NOT TO SUE INTERMEDIATE UNIT 1 AND ITS COMPONENT THE IU1 FAB LAB AND MOBILE FAB LAB ITS SPONSORS AND AFFILIATES AND THOSE ACTING WITH THEM OR ON THEIR BEHALF, INCLUDING WITHOUT LIMITATION, THEIR RESPECTIVE EMPLOYEES, DIRECTORS, TRUSTEES, STAFF, INSTRUCTORS, SUPERVISORS AND VOLUNTEERS (COLLECTIVELY, “RELEASED PARTIES”), FOR, FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGES, LOSSES, CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, PERSONAL INJURIES, BODILY INJURIES INCLUDING DEATH, AND PROPERTY DAMAGE, OF EVERY TYPE AND NATURE, KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN, DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH MY AND/OR MINOR CHILD’S PARTICIPATION IN THE ACTIVITIES AND/OR THE USE OF ANY PRODUCTS OR OTHER RESULTS OF THE ACTIVITIES (COLLECTIVELY, “LIABILITIES”) EVEN IF CAUSED IN WHOLE OR IN PART BY ANY ACTS OR FAILURES TO ACT OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, MISTAKE OR FAILURE TO SUPERVISE.

I understand this Release means I am giving up, among other things, all rights to sue the Released Parties for injuries, damages, or losses I and/or Minor Child may incur in connection with the Activities even if caused by acts or failures to act of one or more Released Parties, including but not limited to negligence, mistake or failure to supervise. I also understand that this Release binds not only me but my heirs, next of kin, executors, administrators, representatives, insurers and those of my Minor Child.

**INDEMNITY.** I agree to defend, indemnify and hold the Released Parties harmless from and against all Liabilities, costs and expenses, including attorneys’ fees, however caused resulting from, arising out of, or otherwise in connection with my/Minor Child’s participation in the Activities and the use of any products or other results of the Activities, including in the event anyone makes a claim against any of the Released Parties in connection with my/Minor Child’s participation in the Activities including the use of any products or other results of the Activities, including, without limitation, any accident I/Minor Child may be involved in or any injury, loss, damage to me/Minor Child, other parties, or property however caused.

**EMERGENCIES.** In case of a medical emergency: Intermediate Unit 1 will attempt to contact those listed in the Emergency Contact Information above (in the case of a Minor Child, we will attempt to contact the Parent/Guardian first, then the Emergency Contact); I agree that I/Minor Child may receive first aid/or CPR, I permit the transportation of myself/Minor Child to a local hospital or other urgent care facility, if necessary by paramedics or other emergency personnel. In case of accidental ingestion of a poisonous substance, I consent to myself/Minor Child being treated as directed by the Poison Control Center. I acknowledge that I will be financially responsible for the cost of any emergency or other medical assistance.

The laws of the Commonwealth of Pennsylvania shall apply to this Release; if any of its provisions are declared illegal, unenforceable or ineffective they shall be deemed severable and all other provisions shall remain valid and binding.

**THIS IS A RELEASE OF YOUR RIGHTS. READ CAREFULLY AND UNDERSTAND BEFORE SIGNING.**

*I have read this Liability Release and I understand its contents and I am signing it voluntarily and intend to be legally bound by it. I am an adult (18 years of age or older). \*For any Minor Child Identified in Part 1 above, I hereby represent and warrant that that I am the parent/legal guardian of the Minor Child, and that I have full power to enter into this Liability Release and to act on behalf of him/her.*

Signature of Adult Participant/Parent or Guardian of Minor Child \_\_\_\_\_ Date \_\_\_\_\_

**PART 3 – PUBLICITY RELEASE**

CONSENT. For valuable consideration that I acknowledge, I willingly give my consent to Intermediate Unit 1 (IU1) and to those whom they may authorize, to photograph, film and/or videotape me and/or my child(ren)/minor(s) for whom I am legally responsible identified in Part 1 above (“Minor Child”), to identify me and/or my Minor Child by name and/or with employment or school information and to also identify me by city and state address, and to quote or record statements made by me and/or my Minor Child in connection with the IU1 Fab Lab and mobile Fab Lab and/or the Activities as described in Part 2 above (collectively, the “Images & Information”) and to use the Images and Information for promotional, fundraising and/or commercial purposes in any manner related to IU1, the IU1 Fab Lab and mobile Fab Lab and/or the Activities, in any and all forms of media now known or later developed, worldwide, such as but not limited to brochures, advertising, newspapers, magazines, news media (print, radio, on-line, TV), Web pages, social media, promotions and other presentations that promote the interests of IU1 and/or the IU1 Fab Lab and mobile Fab Lab and for archival and other purposes consistent with the mission of IU1 and the IU1 Fab Lab and mobile Fab Lab, all without notifying me. I waive any right to approve the finished and/or final Images & Information, including without limitation any and all quotes. I understand that the Images will NOT be used with my Minor Child’s name. I understand that since my/my Minor Child’s participation is voluntary, I/Minor Child will receive no financial compensation.

RELEASE AND INDEMNITY. I, FOR MYSELF AND/OR MY MINOR CHILD, AND THOSE ACTING ON MY/OUR BEHALF INCLUDING MY/OUR HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, REPRESENTATIVES, INSURERS AND ASSIGNS, HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE AND COVENANT NOT TO SUE AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS INTERMEIDATE UNIT 1 AND ITS COMPONENT THE IU1 FAB LAB AND MOBILE FAB LAB, ITS SPONSORS AND AFFILIATES AND THOSE ACTING WITH THEM OR ON THEIR BEHALF, INCLUDING WITHOUT LIMITATION, THEIR RESPECTIVE EMPLOYEES, DIRECTORS, TRUSTEES, STAFF, INSTRUCTORS, SUPERVISORS AND VOLUNTEERS (COLLECTIVELY, “RELEASED PARTIES”), FOR, FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGES, LOSSES, CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, INJURIES AND EXPENSES (INCLUDING ATTORNEYS’ FEES), OF EVERY KIND, KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN, DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE USE OF THE IMAGES & INFORMATION AS SET FORTH ABOVE.

I understand this Release means I am giving up, among other things, all rights to sue the Released Parties for injuries, damages, or losses I and/or Minor Child may incur in connection with the use of the Images & Information as set forth above even if caused by acts or failures to act of one or more Released Parties, including but not limited to negligence. I also understand that this Release binds not only me but my heirs, next of kin, executors, administrators, representatives, insurers and those of my Minor Child.

The laws of the Commonwealth of Pennsylvania shall apply to this release; if any of its provisions are declared illegal, unenforceable or ineffective they shall be deemed severable and all other provisions shall remain valid and binding.

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Signature of Adult Participant/Parent or Guardian of Minor Child \_\_\_\_\_ Date \_\_\_\_\_