

Stichting Doorspace
Francois de Veyestraat 8B
6221AB Maastricht

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Version 1.06

Waiver of Liability

Stichting Doorspace is an innovative, creative, and educational makerspace located at François de Veyestraat, Maastricht. Members may use its facilities, equipment, and tools under the conditions below. By signing this document, the participant agrees to the following waiver and release:

1. Assumption of the risk

I recognize and agree that my use of the Makerspace facilities, tools, equipment, and materials is entirely optional and voluntary. I further understand and agree that such use involves various inherent hazards, dangers, and risks, including, without limitation, the risk of trips, slips and falls; cuts, burns, broken bones, and other injuries; serious personal injury or illness; electrical shock; exposure to dust, fumes, and noise; and accidents caused by other users or equipment issues.

Before using any machinery, Stichting Doorspace will provide me with an induction course explaining how to safely operate the machines and how to check whether they are functioning properly from a maintenance perspective. I understand that it is my responsibility to follow these instructions, to perform the recommended checks before use, and to refrain from using any machine if I suspect it may be unsafe. I further acknowledge that I am required to comply with the Doorspace Ground Rules, as published on doorspace.nl/ground-rules, and that failure to do so may result in restricted access or suspension of use.

2. Safety and conditions of use

Stichting Doorspace is responsible for ensuring that all machines and equipment are properly maintained and kept in a safe operating condition. Users are not responsible for underlying maintenance issues or defects beyond normal, proper use. If a machine fails due to lack of maintenance or wear and tear, Stichting Doorspace will arrange for repair or servicing.

I am responsible for my own safety while using the Makerspace. I agree to:

- Use equipment safely and wear appropriate safety gear
- Complete an induction course before using the CNC router, the hot press, saws and planer
- Maintain valid liability insurance (AVP for private users or AVB for professional users) where required for the use of larger or higher-risk machines.
- As part of my induction, I will be instructed on how to recognize and respond to unsafe conditions. Report any damage or malfunction immediately
- Not continue to use unsafe equipment
- Follow all rules, signage, ground rules and staff instructions

I agree to cover all applicable usage fees and accept responsibility for any damage, loss, or necessary clean-up resulting from my use or misuse of the facilities. Stichting Doorspace cannot be held liable for any personal property that is lost, damaged, or stolen while on the premises.

3. Release of Liability

I hereby release and hold harmless Stichting Doorspace, its board, staff, volunteers, contractors, and partners ("Released Parties") from any liability, claims, or demands arising from my participation or use of the facilities, including injury, death, or property damage, whether caused by the user's negligence, equipment failure, my own actions, or the actions of others.

The Participant shall only be held liable for injury, damage, or loss suffered by another user if such injury, damage, or loss is the direct result of the Participant's negligence, misconduct, or failure to leave the equipment in a safe and proper condition after use.

The Participant shall not be held responsible for any injury, damage, or loss sustained by a subsequent user that arises independently of the Participant's actions, including but not limited to accidents caused by the subsequent user's own conduct, improper use, or pre-existing equipment defects.

4. Indemnification

I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, property damage, loss of use, monetary loss, or any other injury from or related to my use of the Makerspace facilities, tools, equipment, or materials, whether caused by negligence, equipment failure, my own actions, or the actions of others.

5. Acknowledgment

By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it, and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in Sections 3 and 4.

I confirm that:

- I am sufficiently informed about the risks involved in using the Makerspace to decide whether to sign this document
- No oral representations, statements, or inducements, apart from the foregoing written agreement, have been made
- I am at least eighteen (18) years of age and fully competent
- I execute this document for full, adequate, and complete consideration, fully intending to be bound by the same

I agree that this Waiver of Liability shall be governed by and construed in accordance with Dutch law. If any of the provisions are found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Waiver of Liability as a whole.

Participant name:

Participant company:

Participant email:

Participant phone:

Emergency contact name:

Emergency contact phone:

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Date

Participant signature