



# WAIVER AND RELEASE OF LIABILITY

## READ CAREFULLY – THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS

**This agreement releases Factory Unlocked, LLC from any and all liability including but not limited to injuries that may occur during participation in any activities at the Factory Unlocked facilities, be they physical or mental, and includes but is not limited to any loss or compromise of intellectual property that may have originated within the facility.**

By signing this agreement, I agree to hold Factory Unlocked, LLC entirely free and clear from any liability, including but not limited to financial responsibilities for injuries incurred, regardless of whether injuries were caused by negligence. FACTORY UNLOCKED WILL NOT BE LIABLE TO ME HEREUNDER OR UNDER THE MEMBERSHIP AGREEMENT, OR TO ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING OUT OF ANY ACTS OR OMISSIONS OR OTHERWISE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE MEMBERSHIP AGREEMENT, OR THEIR TERMINATION, AMENDMENT OR NON-RENEWAL, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUES, LOSS OF DATA OR RECORDS, DAMAGE TO PROPERTY OR CLAIMS OF THIRD PARTIES. In no event shall any liability of Factory Unlocked in connection with my use of or presence within Factory Unlocked's facilities exceed the greater of (i) the amount of any paid membership dues by me, or (ii) \$500.00.

I agree to observe and obey all posted rules and warnings and further agree to follow any oral instructions or directions given by Factory Unlocked, LLC, its employees, representatives, or agents.

I acknowledge and recognize the inherent risks involved with operating equipment, working around equipment, or working in a public space. These include but are not limited to hearing damage, vision damage, sensory damage, dismemberment, death, or damage to personal belongings in a public space. I attest that I am participating voluntarily, and that all risks have been made clear to me. Additionally, I certify that I do not have any conditions that will increase my likelihood of experiencing injuries while engaging in activities. I assume full responsibility for personal injury to myself and further release and discharge Factory Unlocked, LLC for injury, loss, or damage arising out of my use of or presence at the Factory Unlocked facility, equipment, and space, whether caused by the fault of myself, Factory Unlocked, LLC, or other third parties.

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH MY PRESENCE AT FACTORY UNLOCKED, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I agree to indemnify, hold harmless, and defend Factory Unlocked, LLC against any and all claims, causes of action, damages, judgements, losses, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my presence at the facilities of Factory Unlocked.

(Continued on Reverse ->)



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I agree to pay for any and all damages to the facilities of Factory Unlocked, LLC caused by any negligent, reckless, or willful actions perpetrated by me.

I understand while present at Factory Unlocked, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by Factory Unlocked, its sponsors, and/or its assignees.

I hereby consent to receive any lifesaving medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during my activities at Factory Unlocked.

I acknowledge that this *Waiver and Release of Liability* form will be used by Factory Unlocked, and that it will govern my actions and responsibilities as a Member or Guest. This *Waiver and Release of Liability* Form shall be construed broadly to provide a waiver to the maximum extent permissible under applicable law. Any legal or equitable claim that may arise shall be resolved under Pennsylvania law.

The invalidity or unenforceability of any provision of this Waiver, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Waiver or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Waiver.

I agree and acknowledge that I am under no pressure or duress to sign this Waiver and that I have been afforded reasonable opportunity to review it prior to signing.

With my signature below, I forfeit all right to bring suit against Factory Unlocked, LLC.

**I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A WAIVER AND RELEASE OF LIABILITY, THAT I AM VOLUNTARILY SURRENDERING CERTAIN LEGAL RIGHTS, AND I SIGN IT OF MY OWN FREE WILL.**

**IN WITNESS WHEREOF** the below parties have duly executed this Waiver as of the date written below.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian (if under 18): \_\_\_\_\_ Date: \_\_\_\_\_

Received: \_\_\_\_\_ Date: \_\_\_\_\_