



COMMUNITY PARTICIPATION AGREEMENT AND WAIVER

In consideration for my being permitted to participate in the activities of Root Access (“Hackerspace”), I (“Participant”) agree to the following:

I. RELEASE AND WAIVER OF LIABILITY AGREEMENT

ASSUMPTION OF RISK. The Participant acknowledges that inherent risks, dangers and hazards exist when using tools commonly used in electronics construction, fabrication, software design, textile arts, and other technology, maker, or crafting related activities. Participation in such activities and/or the use of equipment associated with technology design, manufacture, and experimentation may result in injury, illness, death or damage to personal property. These risks and dangers may be caused by other participants, members, by accidents, acts of nature, or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to electrocution, cuts, burns, impalement, injury from slips or falls, etc. The Participant acknowledges having had the opportunity to ask questions about these risks and received satisfactory answers, and understands and voluntarily assumes all risks associated with the activities contemplated by this agreement.

RELEASE OF LIABILITY. The Participant fully assumes all risks associated with participation in events, and exempts and releases Root Access, its members, officers, agents, and board members from any action whatsoever arising out of any damage, loss, or injury to the Participant or the Participant’s property while upon the premises or using any equipment of the organization or while participating in any of the activities contemplated by this agreement whether such loss, damage, or injury results from negligence, gross negligence, or willful misconduct of Root Access, its members, agents, or from some other cause.

COVENANT NOT TO SUE. The Participant agrees never to institute any suit or action at law otherwise against Root Access, its members, officers, board members, agents, nor to initiate or any way assist the prosecution of any claim for damages or course of action which the Participant, Participant’s heirs, executors, administrators, or assigns may have by reason of injury to the person of the Participant or to the Participant’s property arising from the activities contemplated by this agreement.

THIRD PARTY INDEMNIFICATION. The Participant will indemnify, save, and hold harmless Root Access, its members, officers, board members, or agents from any and all losses, claims, actions, or proceedings of every kind and character, including legal fees and costs, which may be presented or



initiated by any other persons or organizations and which arise directly or indirectly from the actions of the Participant while engaged in the activities contemplated by this agreement.

II. POLICY HANDBOOK ACKNOWLEDGEMENT

The Root Access Policy Handbook (“Handbook”) contains rules and policies of Hackerspace and sets expectations for how participants should interact with the Hackerspace and other participants.

The Handbook is available online at handbook.rootaccess.org and is additionally linked to in multiple places on the main Root Access website at rootaccess.org.

HANDBOOK RECEIPT. The Participant acknowledges receipt of the Root Access Policy Handbook (“Handbook”), which contains the rules and policies of the Hackerspace and sets expectations for participant interactions.

HANDBOOK COMPLIANCE. The Participant agrees to read and comply with the rules and policies outlined in the Handbook, including but not limited to "General Rules", "Code of Conduct", "Safety Guidelines", and "Tool and Equipment Safety".

RIGHT TO REFUSE SERVICE. The Participant specifically acknowledges that Root Access reserves the right to refuse or terminate memberships and/or refuse services at any time and for any reason at the sole discretion of Root Access, and can be exercised without prior notice.

CODE OF CONDUCT. The Participant further acknowledges receipt and review of Root Access’ policy prohibiting harassment and discrimination ("Code of Conduct"), including Root Access’ right to terminate memberships and/or refuse services in response to any harassing or discriminatory conduct or disruptive behavior, without refund. The Participant understands and will comply with the policy. The Participant understands the consequences of violating the Code of Conduct and the process for handling such violations.

CONDUCT REPORTING. The Participant further acknowledges that the Code of Conduct details the process for reporting conduct violations of another participant ("Reporting Guidelines"). If the Participant believes another participant is violating the Code of Conduct, they agree to follow this process.

AMENDMENTS. The Participant further acknowledges that the policies contained in the Handbook are guidelines only and are not intended to create any contractual rights or obligations, express or implied, and that Root Access has the right to amend, interpret, modify, or delete any of the provisions of the



Handbook at any time, at its sole discretion, with or without notice. Amendments are effective immediately upon posting or notification to members.

QUESTIONS. Finally, the Participant acknowledges that if they have any questions regarding any of the policies or procedures in the Handbook, they will ask Root Access leadership for clarification.

III. ADDITIONAL ACKNOWLEDGEMENTS

EMERGENCY CONTACT. The Participant agrees to provide and regularly update emergency contact information to Root Access through their online account at rootaccess.org. This information will be used solely in the event of an emergency. The Participant understands and consents to Root Access contacting the individual listed in such situations.

CONSENT TO MEDICAL TREATMENT. The Participant consents to Root Access seeking and obtaining appropriate medical treatment on their behalf in the event of an emergency where the Participant is incapacitated or otherwise unable to make decisions. The Participant agrees to be responsible for any costs incurred as a result of such medical treatment. The Participant acknowledges that Root Access will make reasonable efforts to contact the emergency contact provided before seeking medical treatment. The Participant releases Root Access from any liability related to the medical treatment obtained on their behalf.

TERMINATION CLAUSE. Root Access reserves the right to terminate this agreement and revoke the Participant's access to the Hackerspace at any time, with or without cause and without refund. The Participant may also terminate this agreement at any time by providing written notice to Root Access. Upon termination, the Participant agrees to return any borrowed equipment and settle any outstanding fees.

SEVERABILITY. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue to be valid and enforceable. The invalid or unenforceable provision will be deemed modified to the extent necessary to make it valid and enforceable, or if no such modification is possible, it will be severed from this Agreement, and the other provisions will remain in full force and effect.

GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. Any disputes arising under or in connection with this Agreement will be subject to the exclusive jurisdiction of the courts of Fresno, California. The Participant agrees to submit to the personal jurisdiction of such courts and waives any objections to the jurisdiction or venue of such courts.



IV. COMMUNITY PARTICIPATION AGREEMENT AND WAIVER

The Participant hereby acknowledge that they have CAREFULLY read all of the provisions above, fully understand the terms and conditions expressed there, and do freely choose acceptance of the provisions of the foregoing paragraphs.

Furthermore, the Participant specifically acknowledges receipt of the Root Access Policy Handbook and agrees to abide by the rules and policies, especially as relating to conduct expectations and anti-harassment policy, set forth therein.

Finally, the Participant acknowledges that this Agreement sets forth the final agreement of the parties and supersedes all prior negotiations, representations, offers, promises, or agreements, whether written or oral, pertaining to any item covered by this Agreement.

Participant Name

Signature

Date