

Waiver and Release of Liability for Volunteering Agreement

Seattle REconomy utilizes volunteers to assist in running and maintaining Seattle REconomy (“**Volunteering**,” and a volunteer at Seattle REconomy, a “**Volunteer**”). In consideration for participating as a Volunteer, I hereby agree as follows in this Release and Waiver of Liability Agreement (the “**Agreement**”) including to the assumption of risk and release from liability::

1. Use of Premises

Volunteering may occur on Seattle REconomy’s premises (the “**Premises**”). I understand and agree that when Volunteering, or my minor child is Volunteering, my minor child or I shall only use the Premises for the purposes set forth in this Agreement at the dates and times my minor child is or I am permitted to use the Premises by Seattle REconomy. I further agree that I am responsible for the proper use and care of the Premises and any of Seattle REconomy’s property thereon.

2. Responsible for Equipment

I am responsible for the proper use and care of Seattle REconomy’s tools, equipment, and expendable items (altogether the “**Equipment**”) when I handle, or my minor child handles, the Equipment. I shall be liable for the full replacement cost of any Equipment that is damaged, destroyed or lost due to my negligence.

3. Follow Instructions

My minor child or I shall follow instructions provided by any Seattle REconomy employees while Volunteering. I acknowledge that my failure, or my minor child’s failure, to follow instructions may result in me losing the ability to volunteer at Seattle REconomy.

4. Minor Child Volunteering

A child under the age of 18 may volunteer in roles preapproved by a Seattle REconomy employee if such child’s parent or guardian provides written consent before such child volunteers.

5. No Claim of Expertise

Unless explicitly authorized by a member of the Seattle REconomy staff in writing, neither my child nor I shall claim expertise regarding any of the Equipment to any Member, employee or otherwise, regardless of whether I discuss such Equipment’s use and functionality.

6. Assumption of Risk

a. Dangerous Activity

Volunteering may be dangerous and may involve the risk that I sustain, or my minor child sustains, serious injury, temporary, or permanent disability, death, and property damage. Such injuries may also include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death.

b. Use of Equipment Unsupervised

No employee, volunteer, contractor, or affiliate of Seattle REconomy claims expertise regarding the Equipment, educational programming, or any repairs they are assisting my minor child or me with and any such discussions are advisory only.

c. Use of Equipment Unsupervised

Seattle REconomy may not supervise my minor child's or my use of the Equipment, and Seattle REconomy does not provide medical services. Any injury my minor child or I may sustain while using the Equipment may be compounded by negligent or delayed medical service.

d. Premises may be Dangerous

There may be hazards on the Premises that could lead to my minor child's or my injury. **Seattle REconomy makes no representation as to the Equipment's safety and condition. My minor child or I shall use the Equipment and the Premises in their "AS IS" condition.**

e. No Medical Services

I understand and acknowledge that Volunteering may not be supervised and that Seattle REconomy does not provide medical services. I further understand and acknowledge that any injury my minor child or I may sustain while Volunteering may be compounded by negligent or delayed medical service or negligent or delayed assistance by Seattle REconomy.

f. Assumption of Risk

I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY MINOR CHILD'S OR MY VOLUNTEERING, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE, EVEN IF CAUSED BY SEATTLE RECONOMY'S NEGLIGENCE.

7. Release from Liability

EXCEPT AS PROVIDED FOR IN THIS RELEASE FROM LIABILITY SECTION, THIS AGREEMENT CONTAINS A RELEASE OF ALL CLAIMS AGAINST SEATTLE RECONOMY. I AM ADVISED TO THOROUGHLY REVIEW AND UNDERSTAND THE TERMS, CONDITIONS, AND EFFECT OF THIS GENERAL RELEASE. THIS GENERAL RELEASE IS BEING GIVEN IN EXCHANGE FOR MY ABILITY, OR MY MINOR CHILD'S ABILITY, TO VOLUNTEER AT SEATTLE RECONOMY.

a. Released Parties

Except for (a) those obligations of Seattle REconomy created by or arising out of this Agreement, (b) other causes of action that cannot be waived by applicable law, or (c) acts of gross negligence or willful or wanton misconduct by Seattle REconomy, its affiliates, insurers or subsidiaries and each of their respective employees, directors, managers, officers, members, shareholders, representatives, assignees, and successors, past and present (collectively, including Seattle REconomy, the "**Released Parties**"), I, individually and for my heirs, successors, administrators, assigns, and/or minor child (collectively, including myself, the "**Releasors**"), hereby waive, release, and discharge the Released Parties from and with respect to any and all claims, injuries, temporary or permanent disabilities, deaths, damages, liabilities, expenses, losses, or other causes of action (altogether, "**Claims**"), known or unknown, suspected or unsuspected, arising out of or in any way connected with my Volunteering, regardless of whether resulting from any act or omission by or on the part of any of the Released Parties, whether based on contract, tort, common law, federal statute, Washington state statute, local statute, or any other applicable law in any jurisdiction around the world.

b. Complete Release

I acknowledge and agree for the Releasors that this Agreement for a potentially dangerous activity is a complete release, to the maximum extent allowed by law, of any responsibility of the Released Parties for all personal injuries, temporary or permanent disability, death, or property damage sustained by my minor child or me while Volunteering or my minor child's or my presence on the Premises.

c. Covenant Not to Sue

I covenant and agree that the Releasors shall not now or at any time in the future commence, maintain, prosecute, cause, or participate in as a party, or permit to be filed by any other person or entity on the my behalf or as a member of any alleged class of persons, any Claim of any kind against any of the Released Parties with respect to any matter that arises from or relates to the Volunteering or that is encompassed in the release set forth in Section 7.a.

8. Indemnification

I acknowledge and agree, for the Releasors, that the Releasors shall defend, indemnify, and hold harmless the Released Parties from and against any third-party Claims and costs (including attorneys' fees) of any kind in any relation to (a) my minor child's or my grossly negligent use of Equipment while Volunteering, (b) my minor child's or my grossly negligent actions while on the Premises or Volunteering, (c) any grossly negligent claims of expertise by my minor child or me while Volunteering that were unauthorized under Section 5, or (d) my minor child's or my grossly negligent instruction to individuals on how to use any of the Equipment while Volunteering.

9. Medical Treatment Release

Seattle REconomy may secure any medical treatment for my minor child or me should Seattle REconomy determine my minor child or I need such care during my minor child's or my Volunteering or presence on Seattle REconomy's premises. I accept full responsibility for all costs related to my minor child's or my medical treatment, including any transport costs, and I and the Releasors release the Released Parties from any liability related to my minor child's or my treatment or transport.

10. Responsibility for Personal Property

I am fully responsible for property and personal belongings that my minor child or I bring on the Premises or use while Volunteering. Seattle REconomy is not responsible for my minor child's or my property and personal belongings.

11. Miscellaneous

a. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington, without giving effect to the principles of conflicts of law. Unless otherwise agreed, the Parties shall bring any action arising out of this Agreement in Washington State

court located in King County, Washington. The parties hereto hereby submit to the exclusive jurisdiction and venue of any such court.

b. Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid, legal, and enforceable under law. If, however, any part or application of this Agreement shall be held invalid, illegal, or unenforceable under any such law in any jurisdiction (a) such part or application shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or (b) if for any reason such part or application is not deemed so modified, such invalidity, illegality, or unenforceability shall not affect (i) the remainder of this Agreement, which shall remain valid and enforceable, and (ii) the validity, legality, or enforceability of such part or application in any other jurisdiction.

c. Survival

Rights, duties, obligations, and liabilities which are intended to survive this Agreement's termination shall survive such termination. Portions intended to survive include, but are not limited to Sections 2, 5, 6, 7, 8, 9, 10, 11.a, and 11.b.

d. Complete Agreement; Amendment; Waiver

This Agreement (a) contains a complete statement of all the arrangements between the parties hereto with respect to the transaction and subject matter contemplated herein; (b) supersedes all prior and existing negotiations and agreements between the parties hereto concerning the transaction and subject matter contemplated herein; and (c) shall only be waived, changed, or modified pursuant to a written instrument duly executed by both parties hereto. Failing to, or delaying in, exercising any right or remedy arising from this Agreement is not a waiver thereof. Nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.

e. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties hereto.