

# PROTOTEK, LLC

## Membership Agreement

THIS AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Prototek, LLC and \_\_\_\_\_ (Member).

In consideration for Member's participation in the activities of PROTOTEK, Member agrees to the following rules, waiver and release:

### Rules

#### Purpose

Prototek is a shared area where you can:

- Hack, explore and learn new skills.
- Work on your own and group projects.
- Learn from and teach others. Share what you know.

We provide:

- Shared spaces for people to work on their projects.
- A place for you to leave your stuff when you're not working on it.
- Shared equipment and resources and a place for you to share with others.
- A safe and welcoming community of which you can be a part.

In order that the space be able to run effectively it's necessary to set some simple ground rules. Every user of the space is required to carefully read and sign agreement to these rules before they will be allowed access and use of equipment and resources.

#### Access and Security

1. I understand that whilst Prototek Inc. will make every attempt to ensure the space is accessible 24 hours a day this is not guaranteed. My access to the space may be suspended or limited at any time. Any compensation for lack of access is at the discretion of Prototek Inc.
2. I understand that any breach of these rules that is proven to the satisfaction of Prototek will result in immediate withdrawal of my access privileges. Any re-instatement is at the discretion of Prototek.
3. I agree to undergo an induction before being permitted unsupervised access to the space, as required by Prototek's regulations and policies.
4. I agree that for security reasons I may be subject to video surveillance whilst accessing and using the space.

5. I understand that any access device I purchase becomes my property, I assume full responsibility for its safekeeping and I will be required to purchase another if it is lost, stolen or damaged.
6. I agree to immediately report any loss or theft of my access device to Prototek so that appropriate steps can be taken to deactivate it.
7. I understand that any unreasonable delay in reporting the loss or theft of an access device may make me liable for any loss or damage as a result of unauthorized use of that access device.
8. I agree not to lend my access device to any other person or to permit any other person to enter the space except in compliance with the rules regarding guests.
9. I agree to take responsibility for the security of the space, ensuring doors and windows are closed and locked as appropriate when the space is left unoccupied.
10. I agree that anything that I place or store in the space is left there entirely at my own risk. I agree that, whilst Prototek will make all reasonable efforts to secure the space, I will not hold Prototek liable for any loss of, or damage to, any of my property.

## **Respect and Courtesy**

1. I agree to be considerate to other users of the space when using loud machinery, speaking loudly, playing music etc.
2. I agree not to touch, utilize or tamper with any tool or piece of equipment that does not belong to me unless I have been invited to use it by the owner, or unless the owner has clearly identified that tool or equipment as being intended for shared use.
3. I agree not to remove any tool or piece of equipment that does not belong to me without the explicit permission of its owner.
4. I agree to compensate Prototek Inc. for the full cost of repair or replacement of any furniture, fittings, tools or anything else that is lost or damaged as a result of any careless or negligent act on my behalf.
5. I agree to keep the space reasonably tidy, placing rubbish in bins, putting furniture and equipment and tools back where they belong after using them, etc.
6. Prototek is a safe environment for people to learn and explore. I agree not to verbally or physically harass or assault any member in any way whatsoever.
7. Prototek is inclusive of anyone no matter who they are. I agree not to discriminate against any member on the basis of age, gender, ethnic origin, sexuality or anything else.

## **Workplace Health and Safety**

1. I agree not to utilize any tool or piece of equipment unless I am competent in its use (and have completed induction/training where necessary) or are under the direct supervision of a competent user.
2. I agree not to utilize any tool or piece of equipment if I am adversely affected by alcohol, drugs, illness, fatigue or any other thing.
3. I agree to complete a risk assessment, with Prototek, of any potentially hazardous procedure undertaken in the space. I will develop safe work practices, or make myself aware of any existing practices, before undertaking any such procedure.

4. I agree to report all accidents, incidents or near misses to Prototek as soon as possible. Any accidents, incidents or near misses should be formally documented.
5. I agree that the space is a potentially dangerous environment and that I may be exposed to various risks as a result of work undertaken by me or others. Notwithstanding all reasonable attempts by Prototek Inc. to ensure the safety of me and others, I agree to the full extent permitted by law to assume complete responsibility for my own actions and their consequences.
6. I agree to immediately comply with any and all safety directions given to me by the safety officer on duty.

### **Acceptable and Unacceptable Activities**

1. I agree not to bring illegal drugs onto the premises or to consume illegal drugs on the premises.
2. I agree to take full responsibility for the legality of any activities I perform in the space or using any equipment that is provided to me in the space.

### **Variation**

1. I understand that this agreement may be varied at any time by Prototek at its absolute discretion.
2. I agree to be bound by any revised agreement.

### **Parent or Legal Guardian Approval (if member is under 17 years of age)**

1. I agree to all of the terms and conditions herein on behalf of my child.
2. I agree that Prototek Inc. and its officers, to the full extent permitted by law, takes no responsibility whatsoever for my child whilst they using the space.
3. I consent to my child being provided with an access device allowing them to access the space unsupervised 24 hours per day. I understand that whilst Prototek Inc. may attempt to limit my child's access to the space these limitations are "best effort" and are in no way guaranteed.
4. I assume full financial responsibility for any costs or damages incurred by my child in accordance with the terms of this agreement.

## **Release**

1. **Assumption of Risk.** Member acknowledges the inherent risks in the use of tools, equipment, devices, and hazardous materials of any kind commonly used in electronics construction, fabrication, software design and other technology related activities and that Member's participation in such activities and/or use of such tools may result in injury, illness, death or damage to Member or Member's personal property. Further, such risks and dangers may be caused by Member or Guests or other

Members. Finally, such injury, illness death or damage to Member or Member's personal property may arise from foreseeable or unforeseeable causes including, without limitation, electrocution, burns, impalement, or slip and fall injuries. Member hereby fully assumes all such risks and any others which arise because of Member's association with PROTOTEK.

**2. Release of Liability.** Member releases PROTOTEK, its officers, agents, board members and assigns from any liability whatsoever arising out of any damage, loss or injury to Member or Member's property while participating in any activity on the premises of PROTOTEK and/or using any equipment owned by PROTOTEK or another member or guest of PROTOTEK regardless of whether such loss or injury is as a result of negligence of PROTOTEK or its members, guests, agents and assigns, or is a result of some other cause.

**3. Covenant Not to Sue.** Member agrees that Member will not, under any circumstances, initiate any legal action against PROTOTEK, its members, guests, agents and assigns, nor will Member assist in the prosecution of any such legal action filed by another, arising out of an injury to the person or property of Member while participating in the activities contemplated by membership in PROTOTEK. This covenant extends to include the heirs, executors, administrators or assigns of Member.

**4. Third Party Indemnification.** Member indemnifies, saves and holds harmless PROTOTEK, its members, agents and assigns from any and all losses, claims, actions or proceedings of every kind and character which may be initiated by any other persons or organizations and which arise directly or indirectly from the actions of Member while engaged in the activities contemplated by membership in PROTOTEK. Member hereby acknowledges that Member has carefully read all of the above provisions, fully understands same, and voluntarily signs this document as a condition of membership in PROTOTEK.

**Member Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**E-mail** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**(Please circle preferred method of contact)**