

# **Gumbo Labs, Inc.**

## **Membership Agreement and Liability Waiver**

Print Last Name, First Name, MI: \_\_\_\_\_

### **Release of Liability**

In consideration for my being permitted to participate in the activities of Gumbo Labs, Inc., I agree to the following waiver and release:

**ASSUMPTION OF RISK:** I acknowledge that inherent risks, dangers and hazards and such exist when using power tools commonly used in electronics construction, fabrication, software design and other technology 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 or by accidents, acts of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to electrocution, burns, impalement, injury from slips or falls, etc.

**RELEASE OF LIABILITY:** The member fully assumes all risks associated with participation in events and exempts and releases Gumbo Labs, Inc., its members, officers, agents, board members, from 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 the negligence of the corporation, 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 Gumbo Labs, Inc., 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 member, member's heirs, executors or administrators hereafter may have by reason of injury to the person of the member or to the participant's property arising from the activities contemplated by this agreement.

**THIRD PARTY INDEMNIFICATION:** The member will indemnify, save and hold harmless Gumbo Labs, Inc., its members, officers, board members, or agents from any and all losses, claims, actions, or proceedings of every kind and character which may be presented or initiated by any other persons or organizations and which arise directly or indirectly from the actions of the member while engaged in the activities contemplated by this agreement.

### **Membership Fees**

Membership dues are \$50.00 per month due on the third Tuesday meeting of the preceding month. Membership is payable up to one year in advance. There are three ways to make payments: by Paypal (link is on the Donations and Dues Gumbolab.org webpage); by check (to "Gumbo Labs, Inc." and given or mailed to the treasurer at 4820 Banks St., Studio #5, New Orleans, LA 70119); or cash given to the Treasurer during a Gumbo Labs, Inc. meeting.

### **Membership Privileges and Responsibilities**

The Member will have an equal right to voice their opinion with a single vote. The Member can vote their preference or abstain from voting in the affairs of Gumbo Labs, Inc. The Member will have reasonable inspection rights of Gumbo Labs, Inc., corporate records. The Member will be responsible for timely payment of dues, providing their current address, contact information, and preference for electronic receipt of communications. The Member is responsible for continuing to support the purposes of Gumbo Labs and adhere to all rules set by the Gumbo Labs, Inc. Board pertaining to the organization's facilities.

The Member in good standing as defined in Section 5 of the Gumbo Labs, Inc. ByLaws has the following privileges:

- may vote in organization elections;
- have 24-hour access to Gumbo Labs, Inc. space and access to Gumbo Labs, Inc. equipment;
- ability to self-nominate for member elections;
- may serve on the board of the organization;
- may vouch for guests, taking responsibility for the property of the organization's upon themselves;
- may request keyed access to the Gumbo Labs, Inc. facility;
- retain control over own intellectual property rights; and
- may lend, donate or store property brought to the Gumbo Labs, Inc. space.

### **Good Standing**

A member shall be considered in good standing if they are current on their dues.

### **Nontransferability of Memberships**

Member may not transfer their membership or any right arising therefrom. All rights of membership cease upon the member's death.

### **Termination of Membership**

The membership of a member shall terminate upon the following events:

- Upon the Members notice of termination delivered to the president or secretary of the corporation personally or by mail, email, or other written communication, such membership to terminate upon the date of delivery of the notice or date of postmark if deposited in the US mail.
- The Board of Directors may terminate the membership of a member at a Board Meeting with cause by consensus vote.
- Notice shall be given by any method reasonably calculated to provide actual notice to the member. The member shall be given an opportunity to be heard, either orally or in writing, within 7 business days of the effective date of the termination. The hearing shall be held, or the written statement considered, by the Board of Directors.
- All rights of a member in the corporation shall cease on termination of membership as herein provided. All access cards and keys must be returned to Gumbo Labs, Inc.

I hereby acknowledge that I 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 relating to assumption of risk, release of liability, covenant not to sue, and third party indemnification.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness (Board Member)

\_\_\_\_\_  
Date