



**ASSUMPTION OF RISKS, WAIVER OF CLAIMS, INDEMNITY AND RELEASE OF LIABILITY
AGREEMENT FOR THE USE OF THE HANGER WORKSHOP AT THE LATITUDE
MARGARITAVILLE AT WATERSOUND WORKIN' N' PLAYIN' CENTER**

Please complete all portions of this form. One form is needed for each Owner who plans to use the Workshop. Access is limited to adult registered Owners only (s).

	Address		
Name of Adult Owner (Last) (First)	Phone	Email Address	Latitude FOB #

The undersigned agrees and acknowledges that the above information is true and correct.

In consideration for my being permitted to enter The Hanger Workshop ("Workshop") and use the tools, equipment and machinery therein, I agree to the following Assumption of Risks, Waiver of Claims, Indemnity and Release of Liability Agreement ("**Agreement**"):

I acknowledge that all activities within The Workshop, including, but not limited to, use of the tools, equipment and machinery therein (each an "**Activity**" and collectively, the "**Activities**"), have inherent risks, hazards, and dangers that cannot be eliminated. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION: (a) hazards may result in bodily injury; (b) injuries may be caused by the negligence of another in The Workshop. While engaging in some of the Activities, there is the risk of injury that will require immediate medical attention.

I understand the risks, hazards, and dangers of the Activities and that the Activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in the Activities safely. I understand that I have responsibilities for my own safety. My participation in the Activities is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE WORKSHOP WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

The Latitude Margaritaville at Watersound Homeowner's Association, Inc. ("Association") may take PHOTOGRAPHS and other images of me participating in the Activities. I waive any right of privacy, publicity, compensation, copyright or other rights to those images and I consent to the Association using or publishing those images for any purposes in connection with marketing the Community but not otherwise.

Further, I, for myself, my heirs, successors, executors, subrogates, and guests hereby KNOWINGLY AND INTENTIONALLY WAIVE, RELEASE, INDEMNIFY AND HOLD HARMLESS THE LATITUDE MARGARITAVILLE AT WATERSOUND HOMEOWNERS ASSOCIATION INC., and the Declarant, MINTO COMMUNITIES, LLC, their club, respective directors, officers, shareholders, agents and employees from and against any and all claims, actions, causes of action, liabilities, suits, and expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in the Activities, including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in the Activities or the use of these services or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of THE LATITUDE MARGARITAVILLE AT WATERSOUND HOMEOWNERS ASSOCIATION INC., and/or the Declarant, MINTO COMMUNITIES, LLC, or any of their respective employees, agents, officers, directors, shareholders, or any other person or entities acting in any capacity on their behalf, or from some other cause. I, for myself, my heirs, my successors, executors, subrogates, and guests further agree not to sue or seek recovery from THE LATITUDE MARGARITAVILLE AT WATERSOUND HOMEOWNERS ASSOCIATION INC., and/or the Declarant, MINTO COMMUNITIES, LLC, or any of their respective employees, agents, officers, directors, shareholders or any other person or entities acting in any capacity on their behalf, as a result of any loss, claims, damages, property damage, injury, paralysis, or death suffered in connection with my use and participation in the Activities.

Lastly, I, for myself, my heirs, successors, executors, subrogates, and guests hereby hold harmless and indemnify THE LATITUDE MARGARITAVILLE AT WATERSOUND HOMEOWNERS ASSOCIATION INC., and the Declarant, MINTO COMMUNITIES, LLC, and any of their respective club, employees, agents, officers, directors, shareholders, and any other person or entities acting in any capacity on their behalf, from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Activities.

Any litigation involving me or the named parties in this Agreement shall be brought solely in the County in which the Community is located and governed solely by Florida law.

Should any provisions or portion of this Agreement be found or ruled to be invalid by a court of competent jurisdiction, the same will not invalidate the remaining provisions of this Agreement, which provisions will remain in full force and effect.

I acknowledge that (a) The Workshop is available to Owners only and that no guests are permitted access to such facility, (b) The Workshop is supervised by The Hanger Workshop Club ("Club"), (c) I must be trained by a Club member authorized by the Association to perform training before I may use any tools or operate any equipment or machinery and be approved by the Club for such use and operation; (d) I must provide (at my expense) and wear proper PPE and receive approval of same by the Club while in The Workshop; and (e) I must follow all guidelines and posted rules while in The Workshop.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS AGREEMENT. IT IS MY

INTENTION TO EXEMPT AND RELIEVE THE LATITUDE MARGARITAVILLE AT WATERSOUND HOMEOWNERS ASSOCIATION INC., AND THE DECLARANT, MINTO COMMUNITIES, LLC, AND ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, SHAREHOLDERS, AND ANY OTHER PERSON OR ENTITIES ACTING IN ANY CAPACITY ON THEIR BEHALF, FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE ARISING OUT OF MY PARTICIPATION IN THE ACTIVITIES AND/OR USE OF THE TOOLS, EQUIPMENT AND MACHINERY PROVIDED. BY SIGNING THIS AGREEMENT I ACKNOWLEDGE I WILL BE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

By signing below, I acknowledge that I have read and fully understand the foregoing Agreement and **I hereby voluntarily and intentionally waive any right I may have to a trial by jury** with respect to any litigation (including, but not limited to, any claims, cross-claims, counter-claims, or third party claims) arising out of, under, or in connection with this Agreement and irrespective of whether the claim in such litigation arises out of tort, contract or any other legal theory and the parties hereto expressly consent to a non-jury trial in the event of any of the foregoing.

Print Name: _____

Signature: _____

Date: _____



Membership Agreement

This is a Membership Agreement between _____ Lost Hammer and Saw (Club), a non-profit Latitude at Watersound Association Charter Club. This agreement is effective on the date executed at the end of this document.

By signing this agreement, you represent that you have read, understand, and agree to be bound by the terms of this agreement including the documents and policies mentioned within.

1) Membership

- a. Membership in the club permits access to The Hanger Workshop Woodworking facility, based upon participation in orientation sessions, scheduling and occupancy guidelines. Membership in the Club is open to all Latitude at Watersound Association members in good standing without discrimination including but not limited to, race, religion, color, ethnic culture, or national heritage.
- b. All Members must first attend an Orientation session prior to scheduling any time in the shop.
- c. Orientation sessions will be broken up into specific topics, for example:
- d. Session A: General Safety, Hand Tools, Stationary Equipment
- e. Session B: Wood Lathe
- f. Membership in Lost Hammer and Saw and use of the Hangar Workshop is intended for the hobbyist and is not meant for continual production use of goods for eventual sale.
- g. By becoming a member, you agree to receive occasional email and SMS messages from Lost Hammer and Saw concerning Club activities, announcements, events and classes.

2) Member Registration and Dues

- a. Each Member is required to complete the information requested on this form, the Waiver and orientation sessions, prior to operating any of the equipment in the Hanger Workshop.
- b. Member selects either one year or two years for initial membership. Renewal will be annual. Membership dues are non-refundable. Monthly Members or payment is not permitted.

3) Workshop Access

- a. Members' access to the Workshop is scheduled via the Workshop calendar. Time is allocated in two (2) hour sessions with no more than three (3) consecutive sessions being scheduled per day.



Membership Agreement

- b. Member activity in the Workshop is only permitted when there is a Mentor available and on shift as indicated on the Workshop Calendar.
- c. Workshop occupancy is restricted to no more than five (5) Members per Mentor.
- d. Walk-in access to the Workshop is restricted to quick needs, i.e., activities taking fifteen (15) minutes or less, and is dependent upon the number of Members working in the shop, the complexity of the scheduled projects being worked, and is solely at the discretion of the Mentor on shift at the time. Safety is our primary concern!
- e. Upon entering the Workshop each Member must meet with the Mentor, show their LHS Member Card or Latitude Passport card and sign in with their printed name, initial, and time IN. The Mentor will confirm which equipment the Member is permitted to use. **NO** access to the Workshop is permitted without proof of membership.
- f. Upon exiting the Workshop, each Member must log their Time OUT.

4) Safety

- a. Woodworking requires the use of but is not limited to both hand operated and powered tools and equipment. Misuse or inexperience with this equipment can result in serious bodily harm, dismemberment, or death. Each Member understands that they are using both the Workshop and this equipment at will and that **EACH MEMBER ACKNOWLEDGES THAT THEY ALONE ARE RESPONSIBLE FOR THEIR OWN SAFETY!**
- b. Members must inspect equipment prior to each use and report any damage or concerns to the Mentor in the workshop, prior to using said equipment.
- c. Members agree that they will not perform or participate in any unsafe practices including distracting other Members.
- d. Members agree that if they are unsure about the use of any equipment or item, they will ask for instruction from the Mentor prior to use of said equipment or item.
- e. Members are responsible for providing their own Personal Protective Equipment (PPE) including Safety Glasses, Ear Protection, Dust Protection & Face Shields. Limited quantities of some items will be available for purchase in the Workshop for a nominal fee. **Members will not be able to use the Workshop without the required PPE.**
- f. Members will always wear appropriate clothing, safety equipment and practices while in the workshop, including:
 - o Safety glasses must be worn at **ALL** times when you are in the shop even if you are not using the equipment.
 - o A face shield must be used while operating the wood lathe and is encouraged for all equipment.



Membership Agreement

- Ear protection and dust masks are optional but encouraged.
- Long hair must be pulled back and secured.
- Close-toed shoes must be worn at all times. **No sandals!**
- No loose clothing or dangling jewelry.
- Long sleeves should be rolled up, baggy shirts should be tucked in.
- g. No headphones or cellular devices while using ANY equipment in the workshop.
- h. Members must ensure that the dust collection system is turned on or portable dust collection systems are connected.

Wood Dust Safety and Toxicity

- a. Long Term exposure to fine wood dust particles (2-10 microns) has been known to cause decreased lung capacity and other health issues. Dust masks are advised.
- b. Some woods are known as irritants or sensitizers. Additional precautions should be taken when working with these materials. Long sleeves, face shields and washing your hands and face after working are advised if you are highly sensitive.
- c. Some woods are considered to be directly toxic. Toxic species are not permitted in the workshop.
- d. Members are responsible for knowing and understanding the characteristics of the material you are working with. A good resource is The Wood Database, <https://www.wood-database.com/>.
- e. Members will abide by all guidelines set forth in the Orientation Sessions, Equipment Data Sheets (located by each piece of equipment) and this document.

Indemnify and Hold Harmless

- a. ***Members acknowledge that they have read, understand, signed, and will comply with all articles as stated in the Wavier.***

General Guidelines

- a. ONLY water-based finishes (paint & stain), waxes, & finishing oils (Tung, cutting board, etc.) are allowed in the Workshop. No aerosol finishes of any kind are allowed. To help with finish quality, a day will be allocated to finishing and finishing activities ONLY.
- b. Members will treat each other with respect. Be considerate and helpful towards each other. No running, yelling, or being irresponsible in the workshop.
- c. Members will abide by all instructions given by the Mentors, including ejection from the Workshop.
- d. Members will clean the machinery, tools and workshop following use.



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- e. Members will return tools to their proper cabinet or location.
- f. Members will report any worn or damaged equipment or tool immediately to the Mentor in the workshop.
- i. Members are responsible for repair or replacement of any equipment or tool that is damaged from unsafe practices, misuse, or neglect.***
- j. Members will report any accident, no matter how small or insignificant they feel it is, to the Mentor immediately.
- k. Being under the influence of alcohol or recreational drugs (legal or otherwise) while in the workshop is strictly prohibited.
- l. In case of an accident requiring emergency medical treatment, Members will voluntarily undergo drug and/or alcohol testing.
- m. No Smoking, vaping or tobacco use in the workshop.
- n. Only non-alcoholic drinks are permitted and are restricted to designated areas in the workshop. Glasses, cups, tumblers, etc., should never be placed on any metal surface.

Lost Hammer and Saw reserves the right to change, modify or enhance guidelines, rules and regulations based on the decision by the Lost Hammer and Saw Executive Board as designated in our By-Laws.

Lost Hammer and Saw Woodworkers



Membership Agreement

Membership:

<input type="checkbox"/> Short Term Project – 1 Month \$30/month It is intended for residents who only require access to The Hangar Shop for a short-term project. This plan will expire 1 month from the date of creation. Not Transferable/Not Refundable Renewal is not automatic.	<input type="checkbox"/> Part-Time Resident – 3 Months \$35/3 months It is intended for part-time/snowbird residents who do not require access to The Hangar Shop for a whole year. This plan will expire 3 months from the date of creation. Not Transferable/Not Refundable Renewal is not automatic.
<input type="checkbox"/> Part-Time Resident – 6 Months \$40/6 months It is intended for part-time/snowbird residents who do not require access to The Hangar Shop for a whole year. This plan will expire 6 months from the date of creation. Not Transferable/Not Refundable Renewal is not automatic.	<input type="checkbox"/> Part-Time Resident – 9 Months \$50/9 months It is intended for part-time/snowbird residents who do not require access to The Hangar Shop for a whole year. This plan will expire 9 months from the date of creation. Not Transferable/Not Refundable Renewal is not automatic.
<input type="checkbox"/> 1 Year Membership – 12 Months \$60/12 months It is intended for our full-time residents who would like access to The Hangar Shop year-round. This plan will expire 12 months from the date of creation. Not Transferable/Not Refundable Renewal will be automatic.	<input type="checkbox"/> 2 Year Membership – 24 Months \$100/24 months It is intended for our full-time residents who would like access to The Hangar Shop year-round at a reduced rate. This plan will expire 24 months from the date of creation. Not Transferable/Not Refundable Renewal will be automatic.

Lost Hammer and Saw Woodworkers



Membership Agreement

Paid By:

- ☐ Cash
- ☐ Credit
- ☐ Check # _____
- ☐ Zelle/Venmo

Experience Level:

- ☐ Beginner
- ☐ Intermediate
- ☐ Experienced

Member's Name^{*}(printed):

Member's Address^{*}(printed):

Members Phone Number^{*}(printed):

Member's Email Address^{*}(printed):

Emergency Contact Name^{*}: _____

Relationship: _____

Phone #^{*} _____

Executed Date:

Member's Signature:
