

CometLab Waiver: Access, Safety, and Responsibility

Dear CometLab User, CometLab is an open workshop where you can creatively work with tools and machines (such as 3D printers, laser cutters, CNC, power tools and electronics). We provide access to these facilities to encourage Creations, Connections and Curiosity. By signing this agreement, you confirm that you understand and accept the following:

- 1. Rules, (safety) guidelines, and instructions** I hereby agree to abide to the rules, (safety) guidelines and all instructions from staff and volunteers from CometLab. CometLab may temporarily or permanently suspend or terminate my access to the facilities if I violate these rules, guidelines, and instructions, engage in dangerous or disruptive behavior, or otherwise jeopardize my own safety or that of others. In such cases, I shall not be entitled to any refund of fees already paid.
- 2. Voluntary Participation and Awareness of Risks** I choose to use CometLab's facilities voluntarily, within the boundaries of my subscription or partnership agreement with CometLab. I am aware that working with tools and machines involves inherent risks, including the possibility of injury or property damage. I accept these risks, both foreseeable and unforeseeable, fully as my own.
- 3. Personal Responsibility for Safe Use** I agree to use the equipment only when I am confident in how to operate it safely and when cleared/trained to do so by CometLab. I will follow all safety guidelines provided by CometLab, and I will at all times wear appropriate personal protective equipment when such equipment is required for the use of particular tools or machinery. If I am unsure about any tool or process, I will ask for guidance or training first. CometLab offers access to tools and basic support, but I acknowledge and accept that there is no supervision or full instruction for every use. I remain responsible for my own safe practices at all times. I will not bring or use personal equipment at CometLab without prior approval.
- 4. Personal responsibility of Personal Property** I understand that I am solely responsible for any personal property that I bring to CometLab. CometLab shall not be liable for any loss, theft, or damage to my property, except in cases of intentional acts or gross negligence on the part of CometLab. If I leave any projects, materials, or other items at CometLab, CometLab may apply a maximum storage period and may dispose of or remove such items after the expiry of that period, following reasonable efforts to inform me beforehand
- 5. Release of Liability** To the fullest extent permitted by Dutch law, I release CometLab, its owners, staff, volunteers, partners, and affiliated organizations (collectively "CometLab Parties") from any claims, damages (including, but not limited to, injury and property damages), or losses arising from my actions or use of the facilities, except where caused by intentional acts or gross negligence on the part of the CometLab Parties.
- 6. Acts of Other Users** I understand that CometLab is an open workshop where multiple users may work simultaneously. CometLab does not exercise control over the conduct or actions of other users. To the extent permitted under Dutch law, I acknowledge and accept that CometLab shall not be liable for any damage (including personal injury and property damage) directly caused by the acts or omissions of other users or third parties making use of the facilities of CometLab, except to the extent that such damage results from the intentional acts or gross negligence of the CometLab Parties.
- 7. Responsibility for Creations** Any projects, products, or inventions I create at CometLab are my own. CometLab provides no warranties regarding their safety, functionality, or compliance with laws or regulations.
- 8. Indemnification** If a third party makes a claim against CometLab related to my actions, projects, products, inventions or my use of the facilities, I agree to defend, indemnify, and hold harmless, CometLab from and against any and all resulting claims, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees.
- 9. Limitation of User Liability** If I have acted in accordance with all applicable safety rules, instructions, training requirements, and this agreement, my liability towards CometLab for an incident where the Cometlab User causes damage to equipment, facilities, or property shall be limited to a maximum amount of €1,000 per incident. In the event of such an incident, I agree to compensate CometLab for the reasonable costs of repair or replacement up to this limit. This limitation does not apply in cases of intentional misconduct or gross negligence.
- 10. Governing Law** This agreement is governed by Dutch law. Any dispute arising out of or in connection with this agreement shall be submitted to the exclusive jurisdiction of the competent court of the District Court of The Hague (Rechtbank Den Haag). If any provision is found invalid, the remaining provisions remain in effect.

CometLab is managed and operated by the Stichting NL Space Campus Fablab. I have read and understand this agreement, and I sign it freely.

Name: _____ Date: _____ Signature: _____

For users under 18: Parent/Guardian Name: _____ Signature: _____ Date: _____