

Ocean Hills Country Club Homeowners' Association

Woodshop Review of Safety Information

I have watched the woodworking safety video, reviewed common safety practices, and received my safety packet which covers the principle practices illustrated in the video.

I have read and understand the statement above:

Signature: _____ : Date: _____ :

Print Name: _____ :

Email: _____ : Phone: _____ :

Please take a moment to respond to the following: I would be interested in:

_____ Serving on a Woodchuck Club committee such as: Membership, Safety, Shop Maintenance, Member Communications, Fund Raising, etc.

_____ Participating in the Woodchuck Cans and Bottles recycling efforts.

_____ Working on a team to learn to build toys for Camp Pendleton or for my own personal development.

_____ Helping members (new and existing) to gain a greater understanding of the OHCC Woodshop facilities.

_____ Learning how to finish and paint wood projects.

_____ Independent projects that enhance my personal development.

_____ Using the woodshop for personal house-home restoration and repairs.

_____ OHCC civic projects that support our community.

_____ Working in small teams to build projects.

Comments or suggestions: _____

Ocean Hills Country Club Homeowners Association

LIABILITY WAIVER FOR USE OF WOOD SHOP
(INCLUDES ASSUMPTION OF RISK, RELEASE FROM LIABILITY AND
INDEMNIFICATION AGREEMENTS)

**WARNING: THIS IS A BINDING AGREEMENT THAT HAS IMPORTANT LEGAL
CONSEQUENCES. READ THE ENTIRE AGREEMENT BEFORE SIGNING**

I, _____, wish to use the wood shop at Ocean Hills Country Club in accordance with the Ocean Hills Country Club Homeowners Association ("Association") governing documents. I agree that my use of the wood shop and my use of the equipment therein, including entering, exiting and waiting to use the equipment, are voluntary. As a condition of the Association's permitting my wood shop use, I hereby further agree as follows:

1. **Knowledge of Hazards.** I hereby acknowledge that my use of the wood shop and my use of the wood shop equipment all give rise to risks of bodily injury to myself and of other hazards, and I knowingly and voluntarily assume the risk of the same. I hereby acknowledge that I have inspected the Association's wood shop and, in particular, the areas that will be used for my operation of the wood shop equipment, and I am satisfied that the same are safe and appropriate for my use.
2. **Release from Liability.** I hereby fully **RELEASE, WAIVE and DISCHARGE** the Association, its members, directors, officers, representatives, administrators, agents, partners, employees, contractors, insurers, attorneys, successors and assigns (hereinafter collectively referred to as "Association"), **FROM ANY AND ALL LIABILITY** based on, arising out of or occurring in connection with my use of the wood shop and/or my use of the wood shop equipment on the Association's common area.

For purposes of this Agreement, the terms **LIABILITY** or **LIABILITIES** shall refer to and include all past, present or future claims, damages, actions and causes of action, of whatever kind or nature, including, but not limited to, claims based on the active or passive negligence of the Association and/or wrongful death and other claims that may be filed by myself or others.

3. **Indemnity.** I hereby agree to **INDEMNIFY** and **HOLD HARMLESS** the Ocean Hills Woodchucks Club, its board and officers, the Association, its members, directors, officers, representatives, administrators, agents, partners, employees, contractors, insurers, attorneys, successors and assigns, **FROM ANY AND ALL CLAIMS, DAMAGES, ACTIONS, CAUSES OF ACTION, LIABILITIES, LOSSES, COSTS, ATTORNEYS' FEES AND ANY OTHER EXPENSES** based on, arising out of or in connection with my use of the Association's wood shop or the use of any of the Association's wood shop equipment.
4. **Ability.** I further certify that I am competent and capable of using the wood shop and the Association's wood shop equipment safely. I have consulted my physician and confirmed my health permits me to use the wood shop and the wood shop equipment.

5. **Operation and Inspection of Wood Shop Equipment.** I understand how to safely operate the wood shop equipment, including, but not limited to, 24" scroll saw, 10" table saw, 10" radial saw, drill press (Model No. 15), 6" grinder, 6" belt sander, 14" band saw, 6" jointer and 10" chop saw. I will inspect the wood shop equipment each time before using the same. If the wood shop equipment ever appears to be in any condition other than in good working order, I will refrain from using the equipment and will immediately notify the Association's management of the condition.
6. **Assumption of Risk.** I understand my use of the Association's wood shop and/or my use of the wood shop equipment are **AT MY OWN RISK.**
7. **Rules/Permitted Users.** I certify that I have read, and will read, and hereby agree to abide by all Association rules related to the wood shop or to use of the wood shop equipment as have been, and as may be, published in the future by the Association.

Without limiting the foregoing, I acknowledge that only specifically authorized residents of the Association are permitted to enter or use the wood shop, and guests are not permitted. However, the officers and board of the Ocean Hills Woodchucks Club may invite persons they determine have special expertise to enter and use the wood shop for the purpose of instructing authorized wood shop users on wood shop projects.

8. **Indemnification Against Any Claims Related to Unauthorized Persons Given Access.** Authorized wood shop users are given an entry code in order to have access to the wood shop, but authorized users may not disclose or distribute the access code to others. I hereby agree to **INDEMNIFY** and **HOLD HARMLESS** the Ocean Hills Woodchucks Club, its board and officers, and the Association, its members, directors, officers, representatives, administrators, agents, partners, employees, contractors, insurers, attorneys, successors and assigns, **FROM ANY AND ALL CLAIMS, DAMAGES, ACTIONS, CAUSES OF ACTION, LIABILITIES, LOSSES, COSTS, ATTORNEYS' FEES AND ANY OTHER EXPENSES** brought by, made on behalf of, based on, or arising out of or in connection with any unauthorized persons to whom I allow access who may enter or use the wood shop or make any use of the Association's wood shop equipment.

I HAVE CAREFULLY READ AND HEREBY AGREE TO ALL THE PROVISIONS ABOVE, INCLUDING THE PARAGRAPHS NUMBERED 1 THROUGH 8.

Dated _____

Ocean Hills Country Club Resident or Authorized Expert Signature

Name Printed

Address

City

State

Zip