

COOPERS DIY GARAGE

AUTOMOTIVE REPAIR SHOP

320 W. Alexis Rd.
Toledo, OH 43612
(419) 704-2146

RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT FOR SHOP USE

READ CAREFULLY BEFORE SIGNING - THIS AFFECTS YOUR LEGAL RIGHTS.

Release executed on _____ (date), by _____ (name)
Driver's License #: _____ State: _____ Expires: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email: _____

herein referred to as Releasor, in favor of Coopers DIY Garage, of 320 W. Alexis Rd., Toledo, OH 43612,
herein referred to as Releasee.

In consideration for being permitted to enter and use the shop located at
Coopers DIY Garage ("Shop"), I, the undersigned, agree as follows:

1. ACKNOWLEDGMENT OF RISKS

I understand that the Shop contains hazardous tools, machinery, and materials, including but not limited to power tools, welding equipment, cutting devices, compressed air systems, automotive lifts, electrical systems, and chemicals. I acknowledge that use of the Shop involves inherent and significant risks, including serious bodily injury, permanent disability, death, fire, explosion, and property damage. I knowingly and voluntarily assume all such risks, whether known or unknown.

2. RELEASE AND WAIVER OF LIABILITY

To the fullest extent permitted by law, I release, waive, and discharge Coopers DIY Garage, its owners, officers, employees, agents, and representatives from any and all claims, liabilities, demands, damages, costs and expenses (including attorney's fees) arising out of or related to my entry upon or use of the Shop or any tools, equipment, or materials therein, whether caused by the negligence of Releasee or otherwise, except to the extent caused by the gross negligence or willful misconduct of Releasee.

3. INDEMNIFICATION

I agree to indemnify, defend, and hold harmless Coopers DIY Garage, its owners, officers, employees, agents, and representatives from and against any and all claims, losses, liabilities, damages, costs and expenses (including attorney's fees) arising out of or related to my use of the Shop or any tools, equipment, or materials therein, including any claims brought by third parties as a result of my actions.

4. RULES, TRAINING, AND SUPERVISION

I agree to follow all posted and verbal safety rules and to use equipment only if I am properly trained and competent to do so. I understand that the Shop may be unsupervised and that I am solely responsible for my own safety and the safety of others I may affect.

5. PROTECTIVE EQUIPMENT AND SAFE CONDUCT

I agree to wear appropriate personal protective equipment (PPE) and to operate all tools and machinery in a safe and reasonable manner. I will not use any equipment while impaired by alcohol, drugs, fatigue, or any condition that may affect safe operation.

6. MEDICAL FITNESS AND EMERGENCY CARE

I certify that I am physically and mentally capable of safely using the Shop and will immediately cease activity if I feel unsafe or unwell. I authorize Coopers DIY Garage to obtain emergency medical treatment for me if necessary and agree to be responsible for any associated costs.

7. NO BAILMENT / NO RESPONSIBILITY FOR PERSONAL PROPERTY

I understand that Coopers DIY Garage is providing space and equipment for my use only and is not taking custody of or insuring my vehicle or personal property. I agree that Coopers DIY Garage is not responsible for any loss, theft, damage, or destruction of my vehicle, tools, personal belongings, or other property brought onto the premises, whether caused by theft, fire, vandalism, weather, or any other cause.

8. DAMAGE TO SHOP PROPERTY

I accept full responsibility for any damage I cause to the Shop's equipment, tools, building, parking areas, or other property and agree to pay for the full cost of repair or replacement.

9. TOOL AND EQUIPMENT ACCOUNTABILITY

I am responsible for all tools and equipment I use, including borrowed or rented items. I agree to return all items in good working condition. I will be responsible for the cost of any lost, missing, or damaged items beyond normal wear and tear.

10. VEHICLE RESPONSIBILITY

I am responsible for properly supporting and securing my vehicle. I understand that I am responsible for verifying my work before operating my vehicle on or off the premises.

11. SEVERABILITY

If any portion of this agreement is held invalid, the remaining provisions shall continue in full force and effect.

12. GOVERNING LAW AND VENUE

This agreement shall be governed by the laws of the State of Ohio. Any legal action arising from this agreement shall be brought in the courts located in Lucas County, Ohio.

13. ENTIRE AGREEMENT

This agreement contains the entire understanding between the parties and supersedes any prior agreements, whether written or oral.

ACKNOWLEDGMENTS

INITIAL

- I understand that working on vehicles can be dangerous and may result in serious injury or death. I voluntarily choose to use the Shop and its tools and assume all risks.
- I agree to use the Shop and tools in a safe and responsible manner and follow all rules and instructions.
- I release and hold harmless Coopers DIY Garage, its owners, employees, officers, and representatives from any and all claims, liability, or damages resulting from my use of the Shop and tools.
- I agree to indemnify and hold harmless Coopers DIY Garage for any loss, damage, or expense resulting from my use of the Shop or tools.
- I am responsible for any damage I cause to Shop equipment, tools, or property and agree to reimburse Coopers DIY Garage for the cost of repair or replacement.
- I certify that I am physically and mentally capable of safely using the Shop and will immediately cease activity if I feel unsafe or unwell.
- I authorize Coopers DIY Garage to obtain emergency medical treatment for me if necessary and agree to be responsible for any associated costs.
- This agreement is binding on me, my heirs, assigns, and legal representatives.
- If any portion of this agreement is held invalid, the remaining provisions shall continue in full force and effect.

SHOP USE ONLY

Verified By (Print): _____
Driver's License #: _____
State: _____ Expires: _____
Date Verified: _____

SIGNATURE

Signature: _____ Date: _____

THANK YOU FOR CHOOSING COOPERS DIY GARAGE!
PLEASE WORK SAFELY AND ENJOY YOUR PROJECT.