



## REGISTERED USERS Hobby Room Power Equipment RELEASE, WAIVER & INDEMNITY

To: **YCC-531** and **MTCC-570**; and

all Employees, Servants, Agents & Representatives of each corporation comprising ISLINGTON 2000, hereinafter collectively and individually referred to as "the condominium corporations and their representatives".

### IN CONSIDERATION

of my being permitted to use the Hobby Room and all power equipment, connections, electrical outlets or other electrical or mechanical apparatus, hereinafter referred to as "the Hobby Room and equipment", and the annual sum of **Twenty Five Dollars (\$25.00)** now paid by me. I have Rented Locker # \_\_\_\_\_ for a Rental fee of twenty five dollars (\$25.00).

### I HEREBY ACKNOWLEDGE, COVENANT AND AGREE AS FOLLOWS:

1. I have been provided with a copy of the Hobby Room Rules & Guidelines for Registered Users.
2. My use of the Hobby Room and equipment shall be in compliance with such Rules & Guidelines.
3. My use of the Hobby Room and equipment shall be entirely at my own risk and I acknowledge that the condominium corporations and their representatives shall not be responsible for any loss, damage or injury suffered by me, in any manner whatsoever, by the use of the Hobby Room and equipment or by reason of the conduct, misconduct or act or omission to act of any person using the Hobby Room.
4. I hereby release the condominium corporations and their representatives from all actions, causes of action, damages, claims and demands whatsoever which I ever had, now have, or which I, my heirs, executors, administrators, successors or assigns, may have against them or any of them, by reason of or arising out of any loss, damage or injury I may suffer by reason of my use of the Hobby Room or by reason of the conduct, misconduct or act or omission to act of any person or persons using the Hobby Room.
5. I hereby waive any claims I may have against the condominium corporations and their representatives as a result of any loss, damage or injury I may suffer by reason of my use of the Hobby Room or by reason of the conduct, misconduct or omission to act of any person using the Hobby Room.
6. I hereby agree to indemnify and save harmless the condominium corporations and their representatives against any claim made against them or any of them by reason of any loss, damage or injury suffered by reason of my use of the Hobby Room or my conduct, misconduct, act or omission to act by me in the use of the Hobby Room.
7. Any provision in this document may be pleaded by the condominium corporations and their representatives or any of them, as an estoppel to any claim I may make against the condominium corporations and their representatives or any of them and I shall not dispute that any such claim of estoppel is valid.
8. This RELEASE, WAIVER AND INDEMNITY shall endure to the benefit of and be binding upon my heirs, executors, administrators and assigns.
9. **I acknowledge that I have read this document prior to signing same and that I completely understand same.**

**DATED** at Toronto this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
WITNESS - Signature

\_\_\_\_\_  
REGISTERED USER - Signature

\_\_\_\_\_  
WITNESS - Print Name

\_\_\_\_\_  
REGISTERED USER - Print Name Suite Number



## **REGISTERED USERS Hobby Room Power Equipment RULES & GUIDELINES**

### **INTRODUCTION**

The Hobby Room and its organization derive authority from, and are responsible to, the Joint Operations Committee of the ISLINGTON 2000 complex. Therefore, all rules of York Condominium Corporation No. 531 and Metropolitan Toronto Condominium Corporation No. 570 take precedence.

### **SAFETY**

Safety is of prime concern, and the use of any Hobby Room power equipment presumes proficiency on the part of the User.

The Hobby Room organization is not responsible for ascertaining the proficiency of the User, but may require a demonstration of proficiency, and may restrict use to specific pieces of equipment. For the protection of Users and the Hobby Room property and equipment, the Hobby Room Rules may be changed, without notice, as the need arises.

**Use of the Hobby Room and equipment is at the User's risk and peril. Users may be held liable for damage to the Room and equipment.**

In case of a short circuit or power-overflow which causes a circuit breaker to open, the User shall so inform the Property Manager immediately – prior to closing the circuit breaker.

Damage to any Hobby Room equipment must be reported to the Property Manager.

### **USE OF POWER TOOLS & EQUIPMENT**

Only REGISTERED USERS may use the Hobby Room power equipment. To become a REGISTERED USER, the resident must demonstrate his/her competence in the use of the power equipment; pay an Annual Fee to cover equipment repair and maintenance, and sign a RELEASE, WAIVER AND INDEMNITY; and agree not to share with non-registered users the combination to the power-disconnect lock.

Tools or equipment may not be left in the Hobby Room permanently, except under either of the following conditions: The Resident *donates* the equipment to (and the equipment is accepted in writing by) the Hobby Room organization, or the Resident *leases* the equipment to (and the terms are accepted in writing by) the Hobby Room organization.

### **REPAIR & MAINTENANCE OF POWER EQUIPMENT**

The Annual Fee paid by REGISTERED USERS covers repairs and maintenance of the Hobby Room power equipment.

Only one member of the Hobby Room organization shall be assigned responsibility for repairs and maintenance of the power equipment.

### **GENERAL**

- Only Residents are permitted to use the Hobby Room, but guests may join residents to provide them with assistance. The resident host must be present at all times.
- No commercial projects shall be undertaken in the Hobby Room or in any other Common Element.
- Specific regulations regarding the conditions for use of the Hobby Room are clearly posted at or near the entrance to the Hobby Room.
- Whenever practical, the User shall store projects-in-progress on a shelf, under the workbench, or in some other inconspicuous location. The Hobby Room may not be used to store furniture and/or equipment.
- Tools left in the Hobby Room must be stored in a locked tool box, which must be placed on a shelf. Tools, tool boxes, and materials or projects left in the Hobby Room are left there at the Resident's risk.
- Users shall remove saw dust, shavings, wood chips, dust, etc. from the Hobby Room counters, tables and floor and shall place these into the covered trash container provided. A vacuum cleaner and broom are also provided.
- Larger scrap pieces not deemed by the Resident to be of further use, shall be removed from the Hobby Room and placed into the dumpster located outside the Recycling Room of each building.