



ASSUMPTION OF RISK AND WAIVER OF LIABILITY

Read this Assumption of Risk and Waiver of Liability carefully and in its entirety. It is a binding legal document. Please read both sides of this page. Initial the first page, sign the second page and return this form to Tulane University's School of Science and Engineering, Makerspace Facility Manager. If you are under the age of 18, this form must be signed by you as the participant AND by your parent or legal guardian.

I, the undersigned, am aware that participation and use of the Makerspace facility and equipment (ACTIVITY) may include activities that are risky and dangerous. I acknowledge that participation in this ACTIVITY includes the use of the attached non-exhaustive list of particular equipment that will be used for various projects and activities that bear risk and danger and from which bodily injury, up to and including mortal injury, may occur:

With full knowledge of the facts and circumstances surrounding the ACTIVITY, I am voluntarily participating (and using the equipment) in the ACTIVITY and assume all responsibility for and risk resulting from, my participation and use of equipment, including all risk of property damage and injury to others and to myself. I agree to comply with all of the rules and conditions of participating (and using equipment) in the ACTIVITY and the training responsibilities that I have been trained on with respect to safety during participation and use of equipment. I further agree that I have been trained on the use of the equipment and the safety in using the equipment in the Makerspace facility and I agree that I will NOT use any equipment that I have not been trained on by the staff of the Makerspace facility.

I agree that I have adequate health insurance necessary to provide for and pay any medical costs that may directly or indirectly result from my participation or use of equipment in the ACTIVITY, or otherwise understand that I am solely responsible for any medical costs that may directly or indirectly result from my participation or use of equipment in the ACTIVITY. I will indemnify and hold the Administrators of the Tulane Educational Fund, its directors, officers, and agents (UNIVERSITY) harmless with respect to any and all claims, injuries, and costs associated with my participation or use of the equipment in the ACTIVITY.

Furthermore, I acknowledge that I am solely responsible for any action that I participate in or use of equipment in associated with this ACTIVITY or around this ACTIVITY, regardless if occurring before, during or after the period of the ACTIVITY. I will conduct myself in a manner that is considerate of other participants and in accordance with UNIVERSITY Rules and Regulations (*including Student Code of Conduct, when applicable*) and with any federal, state and city laws or rules where the ACTIVITY is occurring. I understand that conduct not acceptable in the classroom setting is not acceptable during this ACTIVITY and will be handled in accordance with the Student Conduct Regulations. Furthermore, I acknowledge that I am solely responsible for any action that I take that is outside the scope of the scheduled ACTIVITY, regardless if occurring before, during or after the period of the ACTIVITY.

I recognize and acknowledge that the UNIVERSITY may record my participation and appearance in the ACTIVITY on any recorded medium (including, but not limited to video, audio, photos) for use in any form (including, but not limited to print, websites, blogs, internet). I authorize such recording and release the UNIVERSITY to use my name, likeness, voice, and biographical material to exhibit or distribute such recordings in whole or part without restrictions or limitations for any educational or promotional purpose. I further release the UNIVERSITY to use material from blogs associated with the ACTIVITY without restrictions or limitations for any educational or promotional purpose.

To the extent permitted by law, and in consideration for being allowed to participate (and use equipment) in the ACTIVITY, I hereby save, hold harmless, discharge and release the UNIVERSITY from any and all liability, claims, causes of actions, damages or demands of any kind and nature whatsoever that may arise from or in connection with my participation in or use of equipment in any activities related to the ACTIVITY.

It is my express intent that this Assumption of Risk and Waiver of Liability shall bind my spouse, the members of my family and my estate, heirs, administrators, personal representatives and assigns. I further agree to save and hold harmless, indemnify and defend the UNIVERSITY from any claim by the aforementioned parties arising out of my participation in or use of equipment during the ACTIVITY.

I recognize and acknowledge that the UNIVERSITY makes no guarantees, warranties, representations, or other promises relative to the ACTIVITY, and assumes no liability or responsibility for injury or property damage that I may sustain as a result of participation and use of equipment in the ACTIVITY. I recognize and acknowledge that I am not an agent or employee of the UNIVERSITY, that I may not and will not represent myself as such, and that I cannot and will not bind or obligate the UNIVERSITY in any way. I further recognize and acknowledge that I am not entitled to make claims under workers' compensation laws as a result of my participation in the ACTIVITY.

I further understand and agree that this is a release of liability and indemnity agreement, and it is intended to be as broad and inclusive as permitted by law. If any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and legal effect.

COMPLETE BOTH SIDES OF THIS FORM

Makerspace/Assumption of Risk and Waiver of Liability and Release form.pdf

INITIAL



ASSUMPTION OF RISK AND WAIVER OF LIABILITY (page 2)

FIT FOR ACTIVITY CERTIFICATION

I hereby certify that, with or without accommodation,* I have no health-related reasons or problems that preclude or restrict my participation (and use of the equipment) in the ACTIVITY. I hereby consent to and understand myself to be solely responsible for the cost of first aid, emergency medical care, and, if necessary, admission to any hospital or clinic for executing such care or treatment for injuries that I may sustain while participating in any activity associated with the ACTIVITY.

NAME OF CONTACT PERSON IN CASE OF EMERGENCY:

Name: _____ Complete Address: _____ (street)

Phone: (home) _____ (work) _____ (city) _____ (state) _____ (zip)

*If you have a disability requiring an accommodation please contact the Goldman Center for Student Accessibility at 504-862-8433 at least one week (7 days) before the date of the ACTIVITY.

SIGNATURES

In signing this Assumption of Risk and Waiver of Liability I hereby acknowledge and represent: (a) that I have read this document in its entirety, understand it, and sign it voluntarily; and (b) that this Assumption of Risk and Waiver of Liability is the entire agreement between the parties hereto and its terms are contractual and not a mere recital.

SIGNATURE _____ DATE _____

PRINTED NAME OF SIGNATURE _____

Participants who are not 18 years of age or older must sign above, and also must obtain the signature of a parent or legal guardian below:

I certify that I am the parent or legal guardian of the above-named participant (and use of equipment) in the ACTIVITY. On behalf of myself and my spouse, partner, co-guardian or any other person who claims the participant as a dependent, I have read the above agreement, I understand the contents of this Assumption of Risk and Waiver of Liability, assent to its terms and conditions, and sign this Assumption of Risk and Waiver of Liability of my own free act. I acknowledge that my dependent and I have agreed to the terms and conditions of my dependent's participation (and use of equipment) in the ACTIVITY, and I hereby give my consent to participation by my dependent in the ACTIVITY, and to receive medical treatment determined to be necessary. I further agree to hold harmless, indemnify and defend the UNIVERSITY from and against all claims, demands or suits that my dependent has or may have.

SIGNATURE _____ DATE _____

PRINTED NAME OF SIGNATURE _____

COMPLETE BOTH SIDES OF THIS FORM