

# Assumption of Risk, Release, Indemnification & Authorization for Medical Treatment Agreement

## Volunteer / Visitor Laboratory Use

This is a legally-binding Agreement made by Volunteer/Visitor participant (“Participant”) with Brigham Young University (“BYU”). In consideration of and return for being allowed by BYU to participate in, access and use the laboratories and research facilities at BYU, or otherwise use BYU facilities (hereinafter “Project”), I agree to the following waiver, release, and indemnity and make the following representations:

I fully recognize and acknowledge the inherent dangers and risks associated with the Project. A description of some, but not all, of the hazards associated with the Project is included below. I acknowledge that there may be risks and dangers not known to me or not reasonably foreseeable at this time. I further understand that I am participating in these activities voluntarily and that I desire to do so despite the possible dangers, hazards, and risks.

**I agree to assume and take upon myself all of the risks and responsibilities in any way connected with these activities and transportation associated with the Project. In addition, I release, covenant not to sue and agree to indemnify BYU (and its governing board, employees, and agents) from any and all liability, claims, and actions that may arise, whether directly or indirectly, from injury or harm to me, from my death, or from damage to my property in connection with these activities and Project.**

\* \_\_\_\_\_ \* (Initial)

**I understand that this Agreement covers liability, claims and actions caused entirely or in part by any acts or failures to act of BYU (or its governing board, employees, or agents), including but not limited to negligence, mistake, or failure to supervise by BYU.**

\* \_\_\_\_\_ \* (Initial)

Because I am not a BYU student or employee, I understand that I will not be covered by any BYU health and/or accident insurance while I am volunteering or visiting these facilities. I anticipate being at the BYU facilities for the period \_\_\_\_\_, to \_\_\_\_\_; however, I understand that the BYU has made no commitment to make the laboratory/office facilities available for any specific time period and I will leave and remove my personal property when asked to do so.

I also represent that I am covered by applicable health and accident insurance with an independent insurance company as stated on attached Exhibit A, which is incorporated by reference into this Agreement, that will cover any personal injury that I may sustain while using BYU facilities and equipment, regardless of cause.

I understand and represent that I have no health or injury-related conditions (recent or chronic) which will be aggravated by or which will limit or exclude participation in the Project. In the event any illness or injury occurs during participation in the Project, I give permission to be transported to and receive medical treatment at a local medical facility and agree to be financially responsible for all expenses incurred in such transportation and treatment.

I certify that I have read the posted lab rules and that I agree to abide by these rules, including any future rules, and if BYU makes a specific request of or instruction to me, I agree to comply. In addition, I agree to (i) assume full responsibility for any damage or loss to BYU equipment or facilities and pay for any special lab fees and/or equipment costs incurred during the Project and (ii) abide by the BYU dress and grooming standards and honor code while on the premises of BYU.

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I recognize that this Agreement means I am hereby assuming all risk of personal injury, including paralysis or death, and property loss that may occur from participation in the Project. I understand that this Agreement will be construed in accordance with the laws of the State of Utah and that it binds my heirs, executors, administrators, and assigns, as well as myself. I agree that if any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

**I am at least 18 years of age and otherwise legally competent to sign this agreement.** \* \_\_\_\_\_ \*  
(Initial)

I have read this entire Agreement. I fully understand it and agree to be legally bound by it.

THIS IS A RELEASE OF YOUR RIGHTS. READ CAREFULLY BEFORE SIGNING.

|                                |            |             |
|--------------------------------|------------|-------------|
| _____                          | _____      | _____       |
| <b>Participant's Signature</b> | <b>Age</b> | <b>Date</b> |
| _____                          |            | _____       |
| <b>Witness Signature</b>       |            | <b>Date</b> |

## NOTICE

Volunteers and Visitors under eighteen (18) years of age must have this agreement signed by their parent or guardian. This is to certify that I, as parent/guardian with legal responsibility for this Volunteer/Visitor, do consent and agree to his/her release as provided above, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless BYU from any and all liabilities incident to my minor child's involvement as a Volunteer/Visitor, EVEN IF ARISING FROM THE NEGLIGENCE OF BYU, to the fullest extent permitted by law.

## PARENT/GUARDIAN SIGNATURE

Relationship to Participant: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

If you have any questions regarding this Agreement you may contact the Risk Management and Safety director, David Petersen, by calling (801) 422-1203; or david\_petersen@byu.edu (email).

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## RISKS & HAZARDS

**GENERAL** -Some of the general risks and hazards involved in participating in, accessing and using the laboratories and research facilities at BYU include but are not limited to the following: Uneven walking surfaces, wet, slippery, or damp surfaces; Dangers from ongoing construction; Fires; Explosions; Chemical exposures and burns; Exposure to radiation; Exposure to high voltage electricity; Electrical shocks; Exposure to pathogens; Equipment malfunctions; Non-secured and/or falling objects; Abrasions, Falls; Concussions; Scrapes, Bruises; Broken bones; Dislocations; Sprains; Strains; Personal injury; Death; Disability (e.g., broken backs, necks, paralysis); Cuts; Lacerations; Burns; Animal or bug bites; Emotional/physical distress; Other physical or emotional injuries; and Traveling by motorized vehicle.

**SPECIFIC** -Specific Risks & Dangers *(to be filled in by BYU PI/Faculty Advisor/Supervisor):*

| Identified Risk | Control of Risk |
|-----------------|-----------------|
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Project Description – *(to be filled in by BYU PI/Faculty Advisor/Supervisor):*

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I acknowledge that I have reviewed the foregoing risks and dangers with Participant and that I have explained to Participant that there may be further risks and dangers not known to us or not reasonably foreseeable at this time:

Signed: \_\_\_\_\_  
(BYU PI/Faculty Advisor/Supervisor)

Initials: \_\_\_\_\_  
(Participant)

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## VISITOR LAB USE Insurance Information

*Please Print Clearly:*

Participant's Name (Last, First) \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_  
\_\_\_\_\_ **Home Phone** \_\_\_\_\_  
\_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_  
\_\_\_\_\_ **Emergency/Work Phone** \_\_\_\_\_

## Family Health/Accident Insurance Information

1. Name of Insurance Company: \_\_\_\_\_
2. Address of Insurance Company: \_\_\_\_\_
3. Certificate #: \_\_\_\_\_
4. Group#: \_\_\_\_\_
5. Type: \_\_\_\_\_
6. Policy Holder: \_\_\_\_\_
7. Relationship to Participant: \_\_\_\_\_
8. Employer/Policyholder: \_\_\_\_\_