

**Release and Waiver of Liability, Indemnification,
Hold Harmless, and Assumption of the Risks**

IN CONSIDERATION of being given the opportunity to participate in Plymouth State University's D&M Makerspace, Metal Shop, and Robotics Open Lab (Program),
I _____ do hereby represent and agree:

1. I ACKNOWLEDGE that I understand the nature of the Program, and that I am in good health and proper physical condition to participate in the Program and all activities relating to or arising out of the Program.

2. I FULLY UNDERSTAND that:

(a.) The Program involves risks and dangers of serious bodily injury, including permanent disability, paralysis and death. It is my understanding that I may be using state-of-the-art shop equipment, including but not limited to an Ironworker 55 ton press, a ShopBot CnC cutting machine, a multitude of industrial robots, a 150 watt laser cutter in this Makerspace and Robotics lab, and a plasma torch and welding equipment in the Metal Shop. Misuse, accidents, or using equipment and tools for other than their intended purpose will lead to injury, blindness, amputation, or even death. (Risks) All precautions, recommended personal protective equipment (PPE) and operational protocols must be observed *at all times*.

(b.) I further understand that misuse, or using equipment and tools for other than their intended purpose could lead to accidents causing injury, blindness, amputation or even death. Only individuals certified by Plymouth State University's D&M Makerspace in the use of the equipment, can use that equipment.

(c.) Prohibited Work

To ensure that the Makerspace is an ethical learning environment, the following is strictly prohibited:

- The creation of any project that is prohibited by local, state or federal law;
- The creation of any project that is unsafe, harmful, dangerous or poses a threat to the well-being of others;
- The creation of any project that contributes to a hostile academic or work environment;
- Program participants may NEVER work alone

**Plymouth State University reserves the right to refuse any fabrication requests deemed inconsistent with Plymouth State University's policies and procedures.

(d.) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Program, the condition in which the Program takes place, or the negligence of the Releasees named below;

3. I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Program;

4. I AGREE that if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge and will refuse to take part in the Program until the condition has been corrected to my satisfaction;

5. I RELEASE, HOLD HARMLESS, DISCHARGE, AND COVENANT NOT TO SUE Plymouth State University/University System of New Hampshire, its administrators, directors, agents, officers, volunteers and employees, (the Releasees) from and against all claims, demands, actions, and causes of action for damages I may have due to personal injury, death, or property damage arising from my participation in the Program, whether or not the result of negligent acts or omissions on the part of the Releasees;

6. I DEFEND, INDEMNIFY, AND HOLD HARMLESS Plymouth State University/University System of New Hampshire, its administrators, directors, agents, officers, volunteers and employees from and against all claims, demands, actions, and causes of action for damages sustained or incurred by anyone other than me due to personal injury, property damage or death, arising from my participation in the Program, whether or not the result of negligent acts or omissions on the part of its administrators, directors, agents, officers, volunteers or employees.

7. I HAVE READ, AND UNDERSTAND the Safety Orientation PDF provided with this form.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I further state that I am of lawful age and legally competent to sign the release; that I understand the terms herein; and that I have signed this document of my own free will.

(Participant Signature)

(Parent Signature, if participant is under 18)

(Print Name)

(Print Name)

(Date)

Return this form signed and dated in-person to your faculty member or D&M staff.