

Stetson University, Inc.
Library Innovation Lab Program Risk Acknowledgment
& Liability Waiver

Name of Program: Library Innovation Lab, Stetson University/DeLand (“Program”)

General Acknowledgment & Agreement:

Upon signing and submitting this form, I understand and acknowledge that my participation with regard to the above Program and related activities and equipment is completely elective and voluntary. By signing this form, I hereby understand and agree to abide by all Program guidelines and protocol given to me by a Library Innovation Lab employee, to include safe use of the equipment and tools. I understand that per University policy, no weapons of any kind are permitted on campus. I understand that failure to abide by the Program guidelines or abuse of the equipment could result in loss of access to the Innovation Lab and its equipment as determined by the Library Dean or library staff. If I am a Stetson employee, I understand that Workers Compensation would not be applicable in event of an injury unless my participation is a required part of my employment duties.

Insurance: All Participants are expected and encouraged to have his or her own health/medical insurance coverage and I understand that Stetson University is under no obligation to provide, carry or maintain any health, medical, disability or other insurance coverage for Participants in this Program.

Risk Acknowledgment:

I understand that Program activities may involve possible hand tool and power tool use, and/or handling materials that may pose risks or injuries such as, but not limited to: crushes, broken bones, fractures, strains-sprains, bruises, lacerations, punctures, contusions, burns, electrocution, infections, skin rashes, respiratory issues, heat stroke/exhaustion, face/eye injuries, neck/back injuries, dislocations, loss of limb or fingers, heart attack, death, or any complication arising from treatment of injuries.

Due to the nature of some Program activities, I acknowledge that despite precautions taken, my participation could involve risks such as bodily injury, illness, death or property loss and I accept those risks and/or those arising out of the actions of other Participants or guests, and I assume full responsibility for any medical costs I may incur as a result of my participation.

Recommended Precautions:

Hand/Power Tool Safety: All Participants are required to obtain safety training before utilizing hand or power tools as part of their Program activities. Please consult an Innovation Lab employee with regard to this training. It is the Participant’s responsibility to notify an Innovation Lab employee if/when he/she will be utilizing hand/power tools as part of their project and/or activities so that safety guidelines can be given.

I understand that the following protective equipment is recommended when utilizing hand or power tools including but not limited to:

- Closed toe footwear (Note: heels, sandals and flip-flops are considered unsafe)
- Long pants are best and work gloves will be needed for hand protection as well as additional protective gear for certain tools or processes, which could include eye protection such as safety glasses or face shields.*
- Never remove any safe guards from a power tool

- Do not wear jewelry while utilizing hand or power tools
- Avoid bringing valuables or electronics that are not necessary
- Participants should bring any special personal medical kits that may be needed (i.e. bee sting kits, inhalers, etc.)

*Participants should consult with a Library Innovation Lab employee if they have questions about any tool use, processes, safety issues or personal protective equipment they should obtain.

Precautions:

It is the responsibility of each Participant to participate only in those activities, including tool use, of which he/she is physically capable and has received training in, and there is no obligation that Participants use any Program equipment, but do so voluntarily and may decline to do any activity at any time.

Emergency Contact on Campus: Public Safety Office: **386-822-7300**

Emergency Medical Care/Medical Costs:

I agree and acknowledge that Stetson University is not responsible or liable for my health and safety. Recognizing this, however, I wish to, and hereby do, grant Stetson University and its faculty, staff, volunteers, and agents (“released parties”) full authority to take, or not take, in its sole discretion, whatever actions it may consider warranted under the circumstances for my health and safety during my Participation in this Program, and I hereby release each of them from any liability for any such decisions or actions as may be taken by them in connection therewith. The authority granted in the preceding sentence shall include the right (in the sole discretion of Stetson University/released parties) to place me, at my own expense and without any further consent, in a hospital for emergency medical services and treatment should I be unable to do so myself, or if no hospital is readily accessible, to place me in the hands of a local medical doctor for treatment.

Liability Waiver/ Equipment, Tools and Vehicles:

Stetson University does not warrant or guarantee in any respect the physical condition of any of the equipment or tools that might be used in connection with the activities, nor the competency or credentials of any other individual Participant, member or guest associated with this Program.

I further acknowledge that Stetson University is not responsible for travel to and from the Program location or related projects or events.

Liability Waiver and Hold Harmless Agreement:

Furthermore, in consideration of the opportunity to participate in the above referred Program and utilize the Program equipment, with full knowledge and appreciation of the risks involved, and full understanding of the above issues/conditions, I hereby release and hold harmless Stetson University, Inc., its faculty, staff, officers, trustees, representatives, chaperons, employees, volunteers, and agents from all manner of action and actions, cause and causes of action, suits, claims, or demands of any nature, including personal injuries, damages or property loss resulting from said participation and related travel. In addition, I agree to comply with all rules applicable to my participation in the Library Innovation Lab activities.

I hereby acknowledge that this waiver and acknowledgment applies to my participation at any time, now or in the future, with the aforementioned Program. I have read and understand the foregoing, and, as necessary, have had the opportunity to have it reviewed by my guardian and/or legal counsel, and hereby agree to be bound by same.

_____ (initials) I have completed the required safety training session. _____

Signature of trainer

Signature of Participant

Date

Signature of Witness

Date

Printed Name of Participant

Printed Name of Witness

Required if Student is under 18 years of Age:

DOB: _____ Age: _____

Printed Name of Parent/Guardian

Signature of Parent/Guardian

Date

Participant Address & Phone #:

Emergency Contact Name:

Phone: _____

Emergency Contact Name:

Phone: _____