

## University of Oklahoma Innovation Hub WAIVER and RELEASE of LIABILITY

**This is a legal and binding agreement which, when signed, will hold you liable for any damage you cause to University facilities or equipment and will permanently limit your ability to recover from the University for injuries or losses you may cause or sustain as a result of the use of Innovation Hub equipment and facilities or participation in Innovation Hub activities.**

The University of Oklahoma is a state educational institution. References to the University of Oklahoma include its Board of Regents, officers, agents, faculty, employees, volunteers, students, SGA and administrative organizations.

I [*print your name*] \_\_\_\_\_ freely choose to use the Innovation Hub equipment and facilities and to participate in Innovation Hub activities, which may include use of the following equipment: 3D Printer, Milling Machine, 3D Scanner, Vinyl Cutter, Laser Cutter, Drill, Drill Press, Miter Saw, Wood Band Saw, Table Saw, Sander, Jointer / Planer Combo, Wood Lathe, Scroll Saw, MIG & TIG Welder, Arbor Press, Chop Saw, Metal Band Saw, Oscillating Spindle Sander, Biscuit Jointer, Air Tool, Nail Gun, Table Grinder, Sewing Machine, Soldering, Heat Vacuum Form, Hot Glue Gun, Heat Gun, Compressed Air, Foam Cutter, Vise, Hand Router, CNC Router Table, Handheld Power Tool, Computer, Virtual Reality Electronics, and any other equipment which may be available for use in the Innovation Hub.

I understand that I am responsible for my actions and that I will be held responsible for any damage that may be done to the University of Oklahoma's property as a result of my participation in activities at the Innovation Hub or use of the Innovation Hub facilities and equipment.

I understand that the University of Oklahoma is not an agent of and has no responsibility for any third party that may also use the Innovation Hub or participate in Innovation Hub activities.

I understand that any Intellectual Property that I create or disclose while using the Innovation Hub facilities and equipment will remain my property unless the Intellectual Property is created as a part of my employment with the University of Oklahoma.

I understand that the University of Oklahoma has no responsibility for information shared with any third party that is not an employee of the Innovation Hub and it is my responsibility to put in place any necessary precautions before sharing information or collaborating with such third party.

I understand that it is my responsibility to acquire and use activity-appropriate and/or required equipment and protection and that I will obtain proper training per the Innovation Hub policy before using any equipment. I agree to reduce the risk of injury to myself and others by following applicable rules and procedures, by limiting my participation to reflect my personal ability level and by notifying an Innovation Hub staff member immediately if I do not believe I can safely continue in the activity. I agree that if I fail to act in accordance with this agreement I may not be permitted to continue using the Innovation Hub equipment and facilities or participating in Innovation Hub activities.

Despite precautions, accidents and injuries can and do occur. I understand that certain activities and equipment at the Innovation Hub may be dangerous and that I may be injured and/or lose or damage personal property as a result of participation. Therefore, **I FULLY AND COMPLETELY ASSUME ALL RISKS RELATED TO MY PARTICIPATION IN ACTIVITIES AT THE INNOVATION HUB AND USE OF THE INNOVATION HUB EQUIPMENT AND FACILITIES** including death, injury, illness or loss from accidents, theft of or damage to personal belongings.

### **Release from Liability, Indemnification Agreement and Covenant Not to Sue**

To the fullest extent permitted by law, on behalf of myself, my spouse, heirs, representatives, executors, administrators and assigns, I agree to forever RELEASE, INDEMNIFY, HOLD HARMLESS and COVENANT NOT TO SUE the University of Oklahoma from any cause of action, claim, or demand, including one related to bodily injury, property damage, death or accident arising out of or related to **my use of the Innovation Hub equipment and facilities or participation in Innovation Hub activities.**

My signature below indicates that I have read, understood, and freely signed this agreement, which shall take effect as a sealed instrument. I further certify that my date of birth is \_\_\_\_\_ (month/day/year), and that I am otherwise legally competent to sign this agreement.

This agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma, and I consent to the jurisdiction of this state. I expressly agree that this waiver and release is intended to be as broad and inclusive as permitted and that if any portion is held invalid, the remainder shall continue in full legal force and effect.

**\*\*\*\*\* IMPORTANT! \*\*\*\*\***  
**READ ENTIRE AGREEMENT BEFORE SIGNING**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Student ID: \_\_\_\_\_

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

*If no student ID is available:*

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

\_\_\_\_\_

Phone(s): \_\_\_\_\_

*If participant is under age 18:*

Parent's Printed Name: \_\_\_\_\_

Parent's Signature: \_\_\_\_\_

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

Parent's Address: \_\_\_\_\_

\_\_\_\_\_

Parent's Phone(s): \_\_\_\_\_