

STEPHEN F. AUSTIN STATE UNIVERSITY
MAKERSPACE 3D PRINTER & LAB
ACKNOWLEDGEMENT OF RISK, RELEASE, AND INDEMNIFICATION AGREEMENT

In consideration for the privilege to access and use the Makerspace 3D Printer and Lab, I (“Participant”) hereby RELEASE, WAIVE, COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS for any and all purposes Stephen F. Austin State University, a member of The University of Texas System, its governing board (The University of Texas System Board of Regents), officers, servants, agents, volunteers, and employees (hereinafter referred to as “RELEASEES”) from any all liabilities, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, injury, including death, that may be sustained by me or to any property belonging to me, while engaging in use of the Makerspace 3D Printer and Lab, WHETHER CAUSED BY MY OWN NEGLIGENCE OR THE NEGLIGENCE OR WILLFUL MISCONDUCT OF RELEASEES OR ANY OTHER PERSON, IN WHOLE OR IN PART.

ACKNOWLEDGEMENT OF RISK:

I understand that there are inherent risks to myself and others associated with use of the Makerspace 3D Printer and Lab that may result in personal injury, illness, death, or tort liability caused by my use of the 3D Printer and related machines, exposure to or use of materials, tools, supplies, equipment, machinery, or other associated items, and/or exposure to other dangerous conditions associated with the Makerspace 3D Printer and Lab. I choose to voluntarily participate in this activity with full knowledge that this activity may be hazardous to me and my property and ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, TORT LIABILITY (INCLUDING BUT NOT LIMITED TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, COPYRIGHT, PATENT RIGHTS, AND/OR PRODUCTS LIABILITY CLAIMS), OR PERSONAL INJURY, INCLUDING DEATH. I understand that RELEASEES do not require me to participate in this activity and I do so voluntarily.

INDEMNITY:

I HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS RELEASEES FROM ANY AND ALL LOSSES, LIABILITIES, CLAIMS, DEMANDS, INJURIES (INCLUDING DEATH) OR DAMAGES, INCLUDING COURT COSTS AND ATTORNEY’S FEES AND EXPENSES, WHICH MAY OCCUR TO MYSELF, OR OTHER PARTICIPANTS, OR MY PROPERTY ARISING OUT OF MY PARTICIPATION IN OR USE OF THE MAKERSPACE 3D PRINTER AND LAB, WHETHER CAUSED BY MY OWN NEGLIGENCE OR THE NEGLIGENCE OR WILLFUL MISCONDUCT OF RELEASEES OR ANY OTHER PERSON, IN WHOLE OR IN PART.

CONDUCT AND COMPLIANCE WITH LAWS AND POLICIES:

I agree to comply with all applicable federal, state, and local laws and university operating policies and instructions while utilizing the Makerspace 3D Printer and Lab.

DAMAGE TO FACILITIES/PROPERTY:

I understand and agree that I am financially responsible for any damage caused to the equipment, premises, or any other property to the extent such damage is caused by my willful misconduct or sole or joint negligence.

GOVERNING LAW/VENUE:

This Agreement shall be construed in accordance with the laws of the State of Texas. If any term or provision of this Agreement is held invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected. I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas. The sole proper place of venue for any dispute arising out of this Agreement shall be in Nacogdoches County, Texas.

In signing this Agreement, I acknowledge and represent that I have read it, understand it, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements apart from the terms contained in this Agreement have been made. Furthermore, I intend this agreement to bind the members of my family, if I am alive, and my heirs, assigns, and personal representatives, if I am deceased. I execute this Agreement in full, adequate, and complete consideration fully intending to be bound by its terms now and in the future.

PARTICIPANT SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

STUDENT OR EMPLOYEE ID NUMBER (For SFA Students/Employees Only): _____

If the Participant is under 18:

I, the parent/legal guardian of the Participant, certify that I have read the terms contained in this Agreement. I am signing to reflect my agreement to indemnify (that is, protect by payment or reimbursement) RELEASEES from any claim which may be brought by or on behalf of the Participant, or any member of the Participant's family, for injury or loss resulting from those inherent risks of this Activity, and from the negligent or willful misconduct of the Participant, RELEASEES, or any other person.

PARENT/LEGAL GUARDIAN SIGNATURE: _____ DATE: _____
(If Participant is under 18 years old)

PARENT/LEGAL GUARDIAN PRINTED NAME: _____
(If Participant is under 18 years old)