

WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

This is a legally binding Waiver, Release of Liability and Indemnification Agreement ("Agreement") executed by _____ [Full legal name of Participant] ("Participant") whose address is _____, [Necessary only if minor:] and by _____ [Full legal name, address of Participant's Parent or Guardian] releasing **The University of Toledo**, an instrumentality of the State of Ohio ("UToledo").

I, the undersigned, request that Participant (I, or my child or ward) be granted permission to participate as a volunteer in scientific research, laboratory work, scholarship and related activities at UToledo from on or about _____ [Date] through on or about _____ [Date] which may include, but is not limited to use of laboratory equipment, chemicals, biological materials, or laboratory animals ("Activity"). In consideration of UToledo's agreement to permit Participant to participate in the aforementioned Activity, the receipt and sufficiency of which consideration is hereby acknowledged, I understand and agree as follows:

I understand and accept that there are certain risks including bodily injury, death or property damage inherent in the Activity or arising in connection with the Activity. I further acknowledge that some risks are unforeseeable and that it is not possible to list every possible risk in this Agreement. I understand that the *safety of Participant depends on Participant's own good judgment, adequate preparation, and constant attention. I understand that safety is the responsibility of the Participant.* I hereby knowingly and voluntarily assume the risks of these inherent dangers and general risks that may arise out of or relate to participation in the Activity. I understand and agree that I may discontinue participating in any Activity at any time, or if Participant is a minor, I certify that I and Participant understand that Participant may discontinue participating in any Activity at any time.

I, INDIVIDUALLY, AND ON BEHALF OF MY RESPECTIVE HEIRS, SUCCESSORS, ASSIGNS AND PERSONAL REPRESENTATIVES, DO HEREBY RELEASE, WAIVE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS, THE STATE OF OHIO, THE UNIVERSITY OF TOLEDO, ITS GOVERNING BOARD, OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES, IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES, ("RELEASEES") FROM AND AGAINST ANY AND ALL LIABILITY WHATSOEVER FOR ANY HARM, INJURY, DAMAGE, CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, COSTS, AND EXPENSES OF ANY NATURE WHICH I (OR MY CHILD/WARD) MAY HAVE OR WHICH MAY HEREAFTER ACCRUE, ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY, INCLUDING BUT NOT LIMITED TO SUFFERING AND DEATH, THAT MAY BE SUSTAINED BY PERSON OR PROPERTY OR BOTH, IN CONNECTION WITH OR ARISING OUT OF PARTICIPATION OF THE ACTIVITY, OR ARISING OUT OF MY TRAVEL TO OR FROM THE UNIVERSITY OF TOLEDO OR OTHER LOCATION OF THE ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

I understand and agree that UToledo's insurance may not cover any injury or loss sustained during said Activity. I hereby grant Releasees permission to authorize emergency medical treatment, if necessary, at my expense, and that such action by Releasees shall be subject to the terms of this Waiver. I understand and agree that Releasees assume no responsibility for any injury or damage, which might arise out of or in connection with such authorized emergency medical treatment.

I agree that this Agreement is intended to be as broad and as inclusive as permitted by the laws of the State of Ohio, and if any portion of this Agreement is held invalid, the remainder of the Agreement shall continue in full force and effect.

In signing this Agreement I acknowledge that I have read this entire Agreement, that I understand its terms and conditions, that I understand it affects my legal rights, and if Participant is a minor, the legal rights of my child/ward, and that I have signed it knowingly and voluntarily. No oral representations, statements, or inducements, apart from the foregoing written statement have been made. I further state that there are no known health-related reasons or problems which preclude or restrict Participant's participation in the Activity, and that Participant is covered by adequate health insurance necessary to pay any medical costs that may occur as a result of injury to Participant. We further agree that this Agreement shall be construed in accordance with the laws of the State of Ohio.

[For adult Participant:] I am fully competent to sign this Agreement, and I execute this Agreement fully intending for myself and my family, estate, heirs, administrators, personal representatives, or assigns to be bound by the same.

[For Minor Participant's Parent or Guardian:] I further state that I am Participant's ___ Parent ___ Guardian, and that I am fully competent to sign this Agreement, and that I execute this Agreement fully intending for myself, for Participant and Participant's family, estate, heirs, administrators, personal representatives, or assigns to be bound by the same.

THIS IS A RELEASE OF LEGAL RIGHTS AND INDEMNIFICATION. READ BEFORE SIGNING.

STUDENT/PARTICIPANT

WITNESS

(Signature) Date

(Signature) Date

PARENT OR GUARDIAN (For Minors)

Print Name: _____

(Parent or Guardian Signature) Date