

ACKNOWLEDGEMENT OF RISK AND RELEASE
for
**Non-Harvard Personnel Using Harvard Research and Instructional Laboratory
Facilities**

THIS IS A RELEASE OF LEGAL RIGHTS – PLEASE READ AND UNDERSTAND BEFORE SIGNING

I, the undersigned, accept and agree to the following terms and conditions in consideration for my use of Harvard's research and instructional laboratory facilities.

1. Access to Facilities. The facilities are being made available to me as an educational or research opportunity. I am not a Harvard student and am not employed by Harvard or one of the 15 teaching hospitals and institutes affiliated with the Harvard Medical School.
2. Health and Safety Risks. I understand that Harvard laboratories may contain hazardous substances and equipment. I will take every precaution necessary to protect my health and safety, and the health and safety of others. I will acquaint myself with and conduct my activities in accordance with all safety rules and safe operational procedures. If I am not familiar with or I do not know how to handle safely a substance or piece of equipment, I will seek assistance from qualified Harvard personnel. I recognize that I may be subjected to potential risks, illnesses and injuries. I have made my own investigation of these risks, understand these risks and assume them knowingly and willingly.
3. No Medical Coverage. I understand that if I am injured as a result of my activities at Harvard, I am not covered by Harvard insurance of any kind. It will be my responsibility to pay for emergency room care, doctors' services, hospitalization, and any other related costs, medical or non-medical. I will not be eligible to participate in Harvard's health, disability or life insurance program.
4. Appropriate Conduct. I agree to observe all applicable governmental, University and departmental policies, rules and regulations that pertain to my conduct on campus and in the facilities. I agree that Harvard officials may require me to leave the facilities if they believe that I have violated a policy, rule or regulation or if they believe that my conduct is inappropriate.
5. Confidentiality. I agree not to disclose or to use, directly or indirectly, any proprietary or confidential research, data, trade secrets, personal data, or other similar information of which I may become aware as a result of my activities in Harvard's facilities.
6. ASSUMPTION OF RISK AND RELEASE OF CLAIMS. Knowing the risks described above, I agree, on behalf of my family, heirs and personal representative(s), to assume all the risks and responsibilities surrounding my use of and access to Harvard's laboratories and equipment. To the maximum extent permitted by law, I release Harvard, its current and former members of its governing boards, officers, faculty, staff, representatives, volunteers, employees, students, other trainees and agents, and their respective heirs and assigns, from any and all claims, losses, expenses, damages, or liabilities which I may incur or suffer, arising out of or related to my use of- or access to the laboratories or equipment and resulting from any cause, including but not limited to negligence by Harvard, its current or former members of governing boards, officers, faculty, staff, representatives, volunteers, employees, students, other trainees or agents.
7. INDEMNIFICATION. *I agree to indemnify Harvard, its current and former members of its governing boards officers, faculty, staff, representatives, volunteers, employees, students, other trainees, and agents, and their respective heirs and assigns, against any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities (including reasonable attorneys' fees) (collectively "Claims"), arising out of or related to my use of or access to Harvard's laboratories*

or equipment, but only in proportion to and to the extent that such Claims result from or are caused by my own negligent or intentional acts or omissions.

I have carefully read this Acknowledgement of Risk and Release before signing it. This agreement shall be governed by the laws of the Commonwealth of Massachusetts (excluding its conflict of laws principles), which shall be the forum for any lawsuits filed under or incident to this document or the attached Harvard University Visitor Participation Agreement.

Signed: _____ Date: _____

Name (print) _____

Date of Arrival: _____ Anticipated Date of Departure: _____

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