

FAS CENTER FOR NANOSCALE SYSTEMS 11 OXFORD STREET CAMBRIDGE, MA 02138



ACKNOWLEDGMENT OF RISK AND RELEASE Non-Harvard Personnel Under the Age of 18 Using Harvard Research Laboratory and Instructional 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. <u>Access to Facilities</u>. The facilities are being made available to my child/ward as an educational opportunity. S/he is not a student, employee or affiliate of Harvard, and has not been provided with a Harvard Identification card or keys to the facilities.

Note: Engineering Pathways Students from The Engineering School at Hyde Park will be on the Harvard payroll, and will have a Harvard Special ID card.

- 2. Health and Safety Risks. I understand and have explained to my child/ward the following information: Harvard laboratories may contain hazardous substances and equipment. My child/ward must take every precaution necessary to protect his/her health and safety, and the health and safety of others. S/he must acquaint himself/herself with and conduct his/her activities in accordance with all safety rules and safe operational procedures. If my child/ward is not familiar with or does not know how to handle safely a substance or piece of equipment, s/he will seek assistance from qualified Harvard personnel. My child/ward recognizes that s/he may be subjected to potential risks, illnesses and injuries. My child/ward and I have made our own investigation of these risks, understand these risks and assume them knowingly and willingly.
- 3. <u>No Medical Coverage</u>. I understand that if my child/ward is injured as a result of his/her activities at Harvard, s/he is 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. My child/ward will not be eligible to participate in Harvard's health, disability or life insurance programs.
- 4. Appropriate Conduct. My child/ward and I agree to observe all applicable governmental, University and departmental policies, rules and regulations that pertain to my child's/ward's conduct on campus and in the facilities. I agree that Harvard officials may require my child/ward to leave the facilities if the officials believe that my child/ward has violated a policy, rule or regulation or if the officials believe that my child's/ward's conduct is inappropriate.

Note: Engineering Pathways Students from The Engineering School at Hyde Park will be on the Harvard payroll, and will be eligible for Worker's compensation.

- 5. <u>Confidentiality</u>. My child/ward and I agree not to disclose or to use, directly or indirectly, any proprietary or confidential research, data, trade secrets or other similar information of which we may become aware as a result of my child's/ward's 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 child/ward's use of and access to Harvard's laboratories. To the maximum extent permitted by law, I release, hold harmless and agree to indemnify Harvard, its officers, directors, faculty, staff, representatives, volunteers, employees and agents, from and against any present or future claim, loss or liability for injury to person or property which my child/ward may suffer, or for which my child/ward may be liable to any other person, during his/her use of and access to the laboratories, resulting from any cause including but not limited to negligence (except for fraud, willful misconduct or violation of law) by Harvard, its directors, officers, faculty, staff, representatives, volunteers, employees or agents.

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 agreement.

Name of Parent or Guardian (print):	
Signature of Parent or Guardian:	Date:
Name of minor (print):	
Signature of minor:	Date: