



**UTPB OIC MAKERSPACE
RELEASE AND INDEMNIFICATION AGREEMENT
for the Innovation Lab @ Dunagan & the Prototype Lab @ CEED**

PARTICIPANT:
(Include Name, ID # if UTPB
faculty/staff/student, & Address)

I, the above-named Participant, am eighteen (18) years of age or older, or if a minor, I have obtained the written approval below of my parent or legal guardian, and have voluntarily applied to participate in The University of Texas Permian Basin (UTPB) Makerspace associated activities, including being present in and/or working in the Makerspaces and/or participating in other Makerspace workshops and/or activities (Activity). I acknowledge that the nature of this Activity may expose me to hazards or risks that may result in my illness, personal injury, or death, and I understand and appreciate the nature of such hazards and risks. I represent that I am physically able, with or without accommodation, to participate in the above-referenced Activity, am able to use the equipment and/or supplies associated with the Activity. I understand and agree that access to the Makerspace facilities and the use of the equipment requires approval from an authorized staff member and that an authorized staff member needs to be present during such access of the facilities and use of the equipment. I agree that while I am participating in the Activity, I will follow all procedures and policies of the Makerspace, and if I violate any of the procedures or policies of the Makerspace, I understand that I may lose access to the facilities and equipment.

In consideration of my participation in the Activity, on behalf of myself, my family, heirs, and personal representative(s), I hereby accept all risk to my health and of my injury or death that may result from such participation and I hereby release UTPB, the UT System, its Board of Regents and their officers, employees, and representatives (collectively the "Releasees") from any and all liability to me, my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to my person, including my death, that may result from or occur during my participation in the Activity, whether caused by negligence of the Releasees, or otherwise. I further agree to indemnify and hold harmless the Releasees from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in the described Activity.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR MY INJURY OR DEATH OR DAMAGE TO MY PROPERTY THAT OCCURS WHILE PARTICIPATING IN THE DESCRIBED ACTIVITY AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY MY NEGLIGENT OR INTENTIONAL ACT OR OMISSION.

I understand and agree that Releasees do not have medical personnel available at the location of the Activity. Should I require emergency medical treatment as a result of accident or illness arising during the Activity, UTPB is granted permission to authorize emergency medical treatment, if necessary, and that such action by UTPB shall be subject to the terms of this Agreement. I understand and agree that UTPB assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. I acknowledge that the UTPB does not provide health and accident insurance for participants in the Activity and I agree to be financially responsible for any medical bills incurred as a



result of emergency medical treatment. I will notify UTPB representatives in writing if I have medical conditions about which emergency medical personnel should be informed.

It is my express intent that this Release and hold harmless Agreement shall bind the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a "Release, Waiver, Discharge and Covenant" not to sue the above-named Releasees. I further agree to save and hold harmless, indemnify, and defend Releasees from any claim by me or my family, arising out of my participation in the Activity.

In signing this Release, I acknowledge and represent that I have fully informed myself of the content of the foregoing waiver of liability and hold harmless Agreement by reading it before I sign it, and I understand that I sign this document as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written statement, have been made. I understand that UTPB does not require me to participate in this Activity, but I want to do so, despite the possible dangers and risks and despite this Release. I further state that I am at least eighteen (18) years of age, or have obtained the written approval below of my parent or legal guardian, and am fully competent to sign this Agreement; and that I execute this Release for full, adequate, and complete consideration fully intending to be bound by the same. I further state that there are no health-related reasons or problems which preclude or restrict my participation in the Activity.

I authorize UTPB to use or show any photos of the event which include me or my likeness.

I further agree that this Release shall be construed in accordance with the laws of the State of Texas. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby.

Signature of Participant

Signature of Witness

Date Signed

Date Signed

Parental/Guardian Consent: (Must be completed for users under the age of 18)

I hereby certify that I am the parent or legal guardian of the above-named participant and I have read and understand the above statements and agree to the terms and stipulations.

Signature of Parent/Guardian

Signature of Witness

Date Signed

Date Signed