

## RELEASE OF LIABILITY & PARTICIPANT AGREEMENT

**All Participants who wish to use the Neurotechnology Core Facility are required to sign this release agreement which is intended to prevent participants from bringing legal action of any kind against Harvard University and/or its representatives (the “Releasees”) in the event of an accident. Please read carefully:**

In consideration of being allowed to participate in any way in the Harvard University Center for Brain Science Neurotechnology Core Facility and its related events and activities, I,  
\_\_\_\_\_, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,

3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the University immediately; and,

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS the Center for Brain Science and Harvard University, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity (“Releasees”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I fully understand and agree that these activities have inherent risks, dangers and hazards and that my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability. These risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Harvard University, the negligence of the participants, the negligence of others, accidents, breaches of contract, or other causes.

5. I confirm that I am physically capable and fit to participate in this activity and I have no medical conditions or needs other than those I list below. I confirm that I am eighteen (18) years of age or older (younger participants must have a parent or guardian read and sign a separate document).

6. I have been advised that I must take the Physics Department shop class and be certified by the instructor to be qualified to operate machining equipment.

7. I have been provided with, read, and understood the shop safety guidelines.
8. I agree that I may use only those devices approved for my use by the Director of the Neurotechnology Core Facility.
9. I must not be under the influence of alcohol or any mind-altering substance, and will not carry, use or consume these substances before or during my scheduled activity.
10. I have also been advised that I must wear all proper safety at all times when I am in the lab.
11. I agree that I will always tell someone that I am going to be in the lab, and I consent to being monitored in the lab via use of a closed circuit security monitoring device.
12. I further agree that if I cannot guarantee the soundness/operational fitness of a machine (including but now limited to its need for oil, the dullness of the blades, the soundness of the belts, etc.) I will not operate the machine. I further agree that if I do not know how to operate a machine, I will not use it.
13. I further agree that Harvard University or its representatives have permission and authority to address and treat medical conditions and emergencies as they deem appropriate, and I agree to pay any charges for such medical treatment, including related transportation, and will indemnify Harvard University or its representatives for the same.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES

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Signature of participant

date

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Signature of faculty supervisor

date

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Signature of Neurotechnology Core Facility director

date