

Florida State University National High Magnetic Field Laboratory (NHMFL)
Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of being permitted to visit or participate in any way in any activity, including transportation, at the above location, I, the undersigned, having actual knowledge and conscious appreciation of the particular dangers involved in the use of the above-described facilities and/or my participation in the above-described activities, voluntarily agree and assume all risks arising therefrom. I, for myself, my heirs, personal representatives, or assigns do release, waive, discharge, and covenant not to sue the Florida State University Board of Trustees, its officers, employees, and agents for liability and responsibility for any and all claims, losses or demands relating to injury, death, or damages to myself or my property which may result from or arise in the course of my participation in such activity, including the negligence of the Florida State University Board of Trustees, its officers, employees, and agents.

Assumption of Risks: Activities at the NHMFL could be dangerous and involve hazards and risks, including but not limited to the following recognizable hazards:

Compressed gases	Industrial Equipment	Magnetic Fields
Confined spaces	Machinery and Hand Tools	Slips, Trips, and Falls
Electrical	Laboratory Hazardous Materials (Chemicals)	
Fire	Lasers	

Although the NHMFL will prescribe certain safety training appropriate to nature of the activity involved, visitation or participation in activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks can range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries which require hospitalization to 3) catastrophic injuries including death and permanent disability.

_____ <Check box> **I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in visitation or participation. I hereby assert that my visitation or participation is voluntary and that I knowingly assume all such risks.**

Indemnification and Hold Harmless: I further agree to indemnify and hold harmless and forever release and discharge the Florida State University Board of Trustees (FSUBOT), the Florida Board of Governors (FBOG), their successors and assigns, their employees and agents from any and all claims and demands for loss, liability, damage, injury and/or costs whatsoever, which the undersigned and their heirs, representatives, executors and administrators, or other persons acting in their behalf, have or may have against the FSUBOT, or FBOG by reason of any accident, illness, injury or death, arising or resulting directly or indirectly from my use of the above-described NHMFL facilities and/or participation in the above-described activities.



In the event of any emergency in which I am unconscious or unable to clearly specify my wishes and desires I specifically give and authorize NHMFL personnel to take whatever measures are necessary to protect my life and safe guard my possessions, including but not limited to administering emergency medical treatment, contacting Life Flight or an ambulance. I further agree that FSU has no medical insurance coverage for such injury or loss, and I remain solely responsible/liable for any and all costs and expenses incurred by NHMFL when addressing any such emergency and will reimburse NHMFL for all costs and expenses incurred.

I expressly agree that this release, waiver and indemnity is intended to be as broad and inclusive as permitted by Florida law.

Acknowledgment of Understanding: I further certify I am of lawful age, that I fully understand and acknowledge I am solely relying wholly on my own judgment, belief and knowledge of the circumstances involved in my use of the NHMFL facilities, and/or participation in the above described activities and have carefully read this document, understand its contents, and voluntarily sign it of my own free will and choice.

_____ **<Check box> I have read and understand the terms and conditions, and I agree to accept these terms and conditions.**

Note: This liability waiver has been incorporated into the MagLab [user safety training system](#) as a required module for users at NHMFL-FSU who receive magnet time and are present for the experiment.