

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.

\_\_\_\_\_ <Initial Here> **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.

**Photography Release:** I give permission for my/my child's picture to be used in educational, news releases or advertising materials pertaining to the NHMFL.

**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.

Name of class or activity: \_\_\_\_\_

Printed Name of Participant: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

**If Participant is under age 18, PARENT OR GUARDIAN:**

**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE NHMFL USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD**



MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE NHMFL, FSUBOT, OR THE FBOG IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE NHMFL, FSUBOT OR THE FBOG HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Printed Name of Parent/Legal Guardian:

\_\_\_\_\_

Signature of Parent/Legal Guardian: \_\_\_\_\_

Date: \_\_\_\_\_