

LIABILITY RELEASE, WAIVER, AND INDEMNITY FOR HIGH SCHOOL-AGED STUDENTS

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. READ CAREFULLY. In consideration of allowing my son/daughter to participate in the activities associated with the Fluid Mechanics Group Project, an educational outreach project between Mt. View High School in Orem, Utah and the BYU Department of Chemical Engineering (the "Project"), that will take place at Brigham Young University (BYU) and is sponsored by BYU's Department of Chemical Engineering, I agree to the following liability release, waiver, and indemnity and make the following representations:

I fully recognize and acknowledge the inherent dangers and risks associated with the Project that may occur while my son/daughter is at or participating in the Project. A description of some, but not all, of the hazards associated with the Project is included below. I acknowledge that there may be unknown and unforeseen risks and dangers. I further understand that my son/daughter is participating in these activities voluntarily and that he/she desires to do so despite the possible dangers, hazards, and risks. I hereby knowingly and intentionally waive and release, and agree to indemnify, hold harmless and defend BYU and its respective directors, successors, assigns, officers, employees, volunteers, and agents, from all claims of loss, damage, or liability, including claims of property damage or personal injury, paralysis or death, and property loss, which may result from my participation in the Project. This release shall be effective even if the damage, injury, or loss results from the negligence or omissions of BYU. [] (Initial)

I agree to assume and take upon myself all of the risks and responsibilities in any way connected with these activities and transportation associated with the Project. In addition, I understand that this Agreement covers liability, claims and actions caused entirely or in part by any acts or failures to act of BYU (or its governing board, employees, or agents), including but not limited to negligence, mistake, or failure to supervise by BYU. [] (Initial)

Because my son/daughter is not a BYU student or employee, I understand that he/she will not be covered by any BYU health and/or accident insurance while visiting these facilities and participating in the Project on the BYU Campus. I anticipate my son/daughter being at the BYU facilities for the time it takes to complete the Project, which is estimated to be approximately 10 hours, with groups meeting around 4-5 times. However, I understand that the BYU has made no commitment to make the laboratory/office facilities available for any specific time period and my son/daughter will leave and remove his/her personal property when asked to do so.

I also represent that my son/daughter is covered by applicable health and accident insurance with an independent insurance company as stated on attached Exhibit A, which is incorporated by reference into this Agreement, that will cover any personal injury he/she may sustain while using BYU facilities and equipment, regardless of cause.

I understand and represent that my son/daughter has no health or injury-related conditions (recent or chronic) which will be aggravated by or which will limit or exclude participation in the Project. In the event any illness or injury occurs during participation in the Project, I give permission for my son/daughter to be transported to and receive medical treatment at a local medical facility and agree to be financially responsible for all expenses incurred in such transportation and treatment.

I certify that my son/daughter has/will abide by laboratory rules, including any future rules, and if BYU makes a specific request of or instruction to him/her, he/she agrees to comply. In addition, I agree to (i) assume full responsibility for any damage or loss to BYU equipment or facilities and pay for any special lab fees and/or equipment costs incurred during the Project and (ii) that my son/daughter will abide by the BYU dress and grooming standards and honor code while on the premises of BYU.

I hereby knowingly and intentionally waive and release, and agree to indemnify, hold harmless and defend BYU and its respective directors, successors, assigns, officers, employees, volunteers, and agents, from all claims of loss, damage, or liability, including claims of property damage or personal injury, paralysis or death, and property loss, which may result from my son/daughter's participation in the

Project. **This release shall be effective even if the damage, injury, or loss results from the negligence or omissions of BYU.** [] (Initial)

My son/daughter is in good health and has no physical limitations that would affect my participation in the Activity. My son/daughter agrees to pay attention to the equipment he/she may use, and to advise staff members if he/she does any damage or notices any damage. I certify that I have read the posted rules, and that my son/daughter agrees to abide by these rules and any future rules, and if staff makes a specific request of or instruction to him/her, they agree to comply. [] (Initial)

In the event my son/daughter suffers any injury whatsoever while participating in the Project, he/she agrees to notify a staff member immediately. [] (Initial)

I understand that this liability release, waiver, and indemnity is a binding agreement. I expressly state that I have read, understand, and am familiar with all its provisions and that I sign it of my own free will. [] (Initial)

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

Participant's Name _____ Date _____

Parent/Guardian's Signature _____

Parent/Guardian's Printed Name _____

Address _____ City _____ State _____ Zip Code _____

Home Phone _____ Work Phone _____

RISKS & HAZARDS

GENERAL -Some of the general risks and hazards involved in participating in, accessing and using the laboratories and research facilities at BYU include but are not limited to the following: Uneven walking surfaces, wet, slippery, or damp surfaces; Dangers from ongoing construction; Fires; Explosions; Chemical exposures and burns; Exposure to radiation; Exposure to high voltage electricity; Electrical shocks; Exposure to pathogens; Equipment malfunctions; Non-secured and/or falling objects; Abrasions, Falls; Concussions; Scrapes, Bruises; Broken bones; Dislocations; Sprains; Strains; Personal injury; Death; Disability (e.g., broken backs, necks, paralysis); Cuts; Lacerations; Burns; Animal or bug bites; Emotional/physical distress; Other physical or emotional injuries; and Traveling by motorized vehicle.

SPECIFIC -Specific Risks & Dangers (*to be filled in by BYU PI/Faculty Advisor/Supervisor*):

Specific risks are dependent on the individual project selected by a student's group. These are approved by faculty advisors prior to starting the work. A major criteria for approval is the safety of the project. However, projects are intended to minimize risk. Specific examples are provided below.

Identified Risk	Control of Risk
Building a PVC piping system: gluing parts	Work in a well-ventilated area, wear eye protection, and gloves
Dropping balls from various heights to measure drag forces	No exposure to falls: areas must have guard rails, without risk to injury by anyone below.
Cutting cardboard, etc. with razors/scissors	Be careful
Building a compressed air water rocket	Use a hand pump with a pressure gauge

	and limit pressure to 1/2 the acceptable range for the plastic bottle. Use flawless bottles, and limit use per bottle.

Project Description – *(to be filled in by BYU PI/Faculty Advisor/Supervisor):*

Groups consisting of nominally two Mountain View High School (MVHS) students and three BYU students (juniors) will be formed. Groups select a project that may include measuring a fluid property, or answering some quantitative question about fluid mechanics. Groups write a written proposal in the form of a memo (1-2 pages). When the proposal is accepted, groups perform the experimental work and analysis, and then give an oral report describing the project to other groups. Groups of students normally perform the work alone, but in consultation with faculty advisors. Criteria for acceptance of projects is based on the project safety, feasibility in a reasonable time frame, scope and relevance proposed. Examples of projects include measuring fluid viscosity by timing the motion of balls dropped through the fluid; building a 2-liter water rocket and predicting its performance or inferring properties; building PVC or clear tubing piping systems to measure frictional losses, flow rates, or flow distribution; measuring drag on objects (footballs, etc.) by measuring forces on objects; building a fluid mechanical speedometer out of tubing; measuring the flow rate in the Provo River by measuring velocity profiles by motion of object on the surface; building a wind tunnel using a box fan and cardboard to measure forces on a sail in different configurations; and many other similar examples.

A more detailed project description is attached.

I acknowledge that I have reviewed the foregoing risks and dangers with Participant and that I have explained to Participant that there may be further risks and dangers not known to us or not reasonably foreseeable at this time:

Signed: _____
(BYU PI/Faculty Advisor/Supervisor)

Initials: _____
(Participant)

**VISITOR LAB USE
Insurance Information**

Please Print Clearly:

Participant's Name (Last, First)		Date

Mailing Address:		Text
		Home Phone
Emergency Contact:		
		Emergency/Work Phone

Family Health/Accident Insurance Information

1. 1. Name of Insurance Company:	
1. 2. Address of Insurance Company:	
1. 3. Certificate #:	
1. 4. Group#:	
1. 5. Type:	
1. 6. Policy Holder:	
1. 7. Relationship to Participant:	
1. 8. Employer/Policyholder:	