

**University of Louisville**  
**Consent and Release Form**  
**Visiting Students<sup>1</sup>**

\_\_\_\_\_ (“VISITING STUDENT”), is an individual (1) who is enrolled in a course of studies at an educational institution other than the University of Louisville (“UofL”) and its affiliates (“UNIVERSITY”) or (2) who desires to use laboratory facilities and equipment or other specialized resources and related facilities (“EQUIPMENT AND FACILITIES” or “LAB”) at the University of Louisville and its affiliates (“UNIVERSITY”) whose use of the EQUIPMENT AND FACILITIES is not for course work from their enrollment in a UofL course. Such use of EQUIPMENT AND FACILITIES is associated with and is intended to benefit the VISITING STUDENT in his/her course of studies or personal knowledge. VISITING STUDENT acknowledges that such use is not intended for the benefit of their employer/own business nor for the benefit or profit of another entity.

**1. Laboratory Policy:** The VISITING STUDENT agrees to abide by all laboratory policies, as stated in the safety and training documents available from the UNIVERSITY and coordinate use of the EQUIPMENT AND FACILITIES with an authorized UNIVERSITY employee/Faculty Mentor after having completed any applicable training. Although UNIVERSITY provides general safety and operation training on the safe use of the EQUIPMENT AND FACILITIES, the VISITING STUDENT assumes responsibility to plan and perform work in such a way as to ensure his/her own personal safety as well as the safety of others in the FACILITIES and shall release and hold UNIVERSITY harmless from any and all injury to person or damage to property that may result from VISITING STUDENT’S use of the EQUIPMENT AND FACILITIES.

**2. Fees, Property Damage, and Security:** The proposed project plan/research/description of activities of the VISITING STUDENT is described in Attachment A (the “Activity”). Any costs or expenses are to be paid by the VISITING STUDENT will be provided in Attachment A. Upon acceptance (by signing this Consent and Release Form (“Agreement”)), the VISITING STUDENT acknowledges responsibility for purchases, materials costs and lab fees incurred by the VISITING STUDENT in his/her use of the EQUIPMENT AND FACILITIES in accordance with the approved Activity. Fees shall be paid to UNIVERSITY within 30 days of invoice date. A fee schedule is available upon request and all fees are subject to change by the UNIVERSITY. VISITING STUDENT acknowledges that UNIVERSITY may suspend or terminate access to the EQUIPMENT AND FACILITIES in the event payment of fees is not made when due. VISITING STUDENT acknowledges and agrees he/she shall be financially liable for any and all property damage or destruction arising out of VISITING STUDENT’S use of the EQUIPMENT AND FACILITIES. VISITING STUDENT understands and agrees that UNIVERSITY cannot guarantee in any way the security of materials or other property, tangible or intangible (e.g., electronic data), brought into the FACILITIES or introduced into the EQUIPMENT by VISITING STUDENT, and VISITING STUDENT acknowledges and agree that UNIVERSITY shall not be responsible for the damage, destruction, theft, or loss of such materials or property.

**3. Compliance with Laws, Rules, and Regulations:** The VISITING STUDENT acknowledges that UNIVERSITY is a community of professional and student researchers. As such, courteous, professional, responsible behavior is expected at all times. Access to the EQUIPMENT AND FACILITIES is a privilege and may be revoked by UNIVERSITY at any time and for any reason in UNIVERSITY’S sole discretion. VISITING STUDENT agrees to comply with all federal and state laws, rules, and regulations in its use of the equipment as well as with all UNIVERSITY policies, rules, and procedures.

**4. Disclaimer of Warranty and Limitation of Damages.** The VISITING STUDENT acknowledges that he/she is ultimately responsible for his/her own Activity and that University does not in any way warrant or

<sup>1</sup> For students visiting UofL whose use of UofL facilities is not for course work from their enrollment in a UofL course

assure the success of the Activity. VISITING STUDENT further acknowledges and agrees that UNIVERSITY makes no warranty whatsoever regarding the EQUIPMENT AND FACILITIES.

**5. Research, Intellectual Property Rights, and Liability.** UNIVERSITY makes no a priori claims to inventions developed in the lab by VISITING STUDENT, but also makes no additional provisions to protect VISITING STUDENT's intellectual property. UNIVERSITY's Intellectual Property policy would apply to any work utilizing UNIVERSITY employees in other than their role as a Faculty Mentor for the Activity. UNIVERSITY shall not be required to maintain secrecy or confidentiality having to do with the Activity being performed in the LAB unless a separate confidentiality/nondisclosure agreement has been executed by an authorized signatory of the UNIVERSITY.

**6. Indemnification, Release and Insurance:** The VISITING STUDENT acknowledges responsibility for his/her actions and for any damage or injury, whatsoever, caused by VISITING STUDENT in its use of the EQUIPMENT AND FACILITIES. VISITING STUDENT understands that use of the EQUIPMENT AND FACILITIES may involve exposure to potentially hazardous conditions including, but not limited to, chemical, mechanical, electrical, thermal, and radiation hazards. Except to the extent of the University's gross negligence, the VISITING STUDENT shall release, hold harmless and indemnify UNIVERSITY, its officers, agents and employees from any and all claims, damages, costs (including reasonable attorney fees) and liabilities arising out of the VISITING STUDENT'S use of the EQUIPMENT AND FACILITIES or that may result from products or materials developed by VISITING STUDENT in such facilities (including, but not limited to, product liability claims and claims of intellectual property right infringement).

VISITING STUDENT acknowledges that the UNIVERSITY does not provide insurance for VISITING STUDENT liability and that VISITING STUDENT is hereby advised to obtain any appropriate insurance coverage.

**7. Medical Treatment:** The, VISITING STUDENT authorizes the UNIVERSITY and its agents to obtain medical care for the VISITING STUDENT in the event that it is determined that in their opinion the VISITING STUDENT is in need of immediate emergency medical attention while the VISITING STUDENT is participating in the program. If such medical care is sought, the VISITING STUDENT authorizes any medical care facility or physician selected by the UNIVERSITY to perform whatever medical services are deemed necessary to preserve the VISITING STUDENT's life, health, and well-being. The VISITING STUDENT agrees to be responsible for and to indemnify and hold harmless the UNIVERSITY and any of its agents and employees for the payment of all costs and expenses resulting from any such medical care, hospitalization, and medical services for the VISITING STUDENT.

The VISITING STUDENT certifies that he/she has read and hereby agrees to the terms of this Agreement.

**VISITING STUDENT NAME**

_____	<b>Date:</b> _____
<b>Signature of VISITING STUDENT</b>	
<b>Printed Name:</b> _____	<b>DOB<sup>2</sup>:</b> _____
<b>Email Address:</b> _____	<b>Phone:</b> _____

<sup>2</sup> Complete Date of Birth if 18 or under

Emergency Contact Information<sup>3</sup>

Printed Name: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Address: \_\_\_\_\_

Relationship to minor: \_\_\_\_\_

**FACULTY MENTOR RESPONSIBILITIES:**

I understand I am responsible for providing a safe environment for the VISITING STUDENT to conduct the project/research/activity described in Attachment A (referred to as the "Activity") and will supervise the VISITING STUDENT as he/she is engaged in the Activity.

And by my signature below, I agree that:

- (1) If appropriate for the equipment/facility, personal protective equipment is provided to the VISITING STUDENT, with instructions for use and disposal.
- (2) My laboratory is in full compliance with all applicable UofL safety programs and regulations.
- (3) I have read, understood and will adhere to the UofL Minors in Laboratories and Animal Facilities Policy.
- (4) If the VISITING STUDENT is a minor, he/she will be supervised at all times while in the lab and never left alone.
- (5) If the VISITING STUDENT is a minor, I have assured completion of this Minor's Hazard Specific Safety Training by doing the following:

\_\_\_\_\_

Name of Faculty Mentor: \_\_\_\_\_

Department: \_\_\_\_\_

Email Address \_\_\_\_\_

Phone #: \_\_\_\_\_ Lab Location: \_\_\_\_\_

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

<sup>3</sup> Please complete for any Visiting Student regardless of age

**IF VISITING STUDENT IS UNDER 18 YEARS OF AGE, THE FOLLOWING RELEASE MUST BE SIGNED BY THE VISITING STUDENT'S PARENT OR LEGAL GUARDIAN.**

**PARENT/GUARDIAN RELEASE**

As parent and/or legal guardian of VISITING STUDENT, I

- (1) Have read and understand the activity in which VISITING STUDENT will be involved,
- (2) Understand the potential risks and hazards involved,
- (3) Understand the activity may be suspended by the UNIVERSITY at any time at the discretion of the UNIVERSITY,
- (4) Shall be financially liable for any and all property damage or destruction arising out of VISITING STUDENT'S use of the EQUIPMENT AND FACILITIES
- (5) Release and discharge the UNIVERSITY, and its agents and employees, under the terms of the above Agreement from any claim which I might have against the UNIVERSITY, and its agents and employees, both in my own behalf and as legal representative of the VISITING STUDENT; and
- (6) Further agree to indemnify and hold the UNIVERSITY, and its agents and employees, harmless from any liability, claim or action, including attorneys' fees, in connection with the VISITING STUDENT'S participation in this Activity.

\_\_\_\_\_  
Signature of Parent or Guardian  
of VISITING STUDENT  
Under 18 Years of Age

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Phone number

Attachment A

**Project Plan/Research Plan/Description of Activities (“Activity”)**