ACKNOWLEDGMENT OF RISK AND RELEASE
Non-Harvard Personnel Under the Age of 18 Using Harvard Research Laboratory and Instructional Facilities

THIS IS A RELEASE OF LEGAL RIGHTS - PLEASE READ AND UNDERSTAND BEFORE SIGNING

I, the undersigned, parent or guardian of _____________, a minor, do hereby accept and agree to the following terms and conditions in consideration for my child/ward’s use of Harvard University’s research and instructional laboratory facilities.

1. **Access to Facilities.** The research facilities are being made available to my child/ward as an educational opportunity. My child/ward is not a student, employee or affiliate of Harvard University, and my child/ward has not been provided with a Harvard University Identification card or keys to the research facilities.

2. **Health and Safety Risks.** I understand and have explained to my child/ward the following information: Harvard University research laboratories may contain hazardous substances and equipment. My child/ward must take every precaution necessary to protect his or her health and safety, and the health and safety of others. My child/ward must acquaint him or herself with and conduct his or her activities in accordance with all safety rules and safe operational procedures. If my child/ward is not familiar with or does not know how to handle safely a substance or piece of equipment, he or she will seek assistance from qualified Harvard University personnel. My child/ward recognizes that he or she may be subjected to potential risks, illnesses and injuries. My child/ward and I have made our own investigation of these risks, understand these risks and assume them knowingly and willingly.

3. **No Medical Coverage.** I understand that if my child/ward is injured as a result of his or her activities at Harvard University, he or she is not covered by Harvard University insurance of any kind. It will be my responsibility to pay for emergency room care, doctors’ services, hospitalization, and any other related costs, medical or non-medical. My child/ward will not be eligible to participate in Harvard University’s health, disability or life insurance programs. Furthermore, he or she is not eligible for workers’ compensation in the event of injury.

4. **Appropriate Conduct.** My child/ward agrees to observe all applicable governmental, University and departmental policies, rules and regulations that pertain to his or her conduct on campus and in the research facilities. I agree that Harvard University officials may require my child/ward to leave the research facilities if they believe that my child/ward has violated a policy, rule or regulation or if they believe that my child/ward’s conduct is inappropriate.

5. **Confidentiality.** My child/ward and I agree not to disclose or to use, directly or indirectly, any proprietary or confidential research, data, trade secrets or other similar information of which we may become aware of as a result of my child/ward’s activities in Harvard University’s research facilities.
6. **ASSUMPTION OF RISK AND RELEASE OF CLAIMS.** Knowing the risks described above, I agree, on behalf of my family, heirs and personal representative(s), to assume all the risks and responsibilities on account of, or in any way arising out of, directly or indirectly, my child/ward’s use of and access to Harvard University’s research laboratories. To the maximum extent permitted by law, I release, acquit, discharge, and covenant to hold harmless and agree to indemnify Harvard University, its officers, directors, faculty, staff, representatives, volunteers, employees and agents, from and against any present or future actions, causes of action, demands, judgments, claim, loss or liability for injury to person or property, real or personal, which my child/ward may suffer, or for which my child/ward may be liable to any other person, during his or her use of and access to the research laboratories, resulting from any cause including but not limited to negligence (except for fraud, willful misconduct or violation of law) by Harvard University, its directors, officers, faculty, staff, representatives, volunteers, employees or agents.

I have carefully read this Acknowledgement of Risk and Release before signing it. I execute it voluntarily and with full knowledge of its significance. This agreement shall be governed by the laws of the Commonwealth of Massachusetts (excluding its conflict of laws principles), which shall be the forum for any lawsuits filed under or incident to this agreement. I agree that in the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause of provision shall not otherwise affect the remaining provisions of this agreement which shall continue to be enforceable.

Name of Parent or Guardian (print): _________________________

Signature of Parent or Guardian: ____________________________  Date: __________

Name of minor (print): ____________________________________

Signature of minor: ______________________________________  Date: __________