

LIABILITY RELEASE AND ASSUMPTION OF RISK

Name of Lab Activity: _____ Department: _____

Description/Scope of Lab Activity: _____

I _____ understand that observing or participating in the Lab Activity described above may have unforeseeable consequences which could result in an accident or injury to me beyond the control of Farmingdale State College. I understand the Lab Activity will include, among other things, time spent in locations containing hazardous materials, such as toxins, biohazardous materials, flammable materials, corrosives and/or reactive materials, and other equipment or substances that may be hazardous. Moreover, I understand and appreciate the risks inherent in the nature of the Lab Activity described above and assume those risks, which vary from one activity to another, but may include, but not be limited to, physical and/or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, death or economic loss, and acknowledge and agree;

1. My participation in such Lab Activity is voluntary and optional. I understand that there are risks associated with my participation in this Lab Activity. Injury may arise from my own or others action, inaction or negligence or the condition of the Lab Activity location. Nonetheless, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown to me.
2. I will abide by all rules and policies provided by the faculty and staff leading and/or participating in the Lab Activity, and I accept that failure to do so may result in removal from the Lab Activity, and/or injury to myself and/or others. I agree that if I observe any unusual significant hazard during my presence or participation in the Lab Activity, I will remove myself from participation and bring such hazard to the attention of the nearest official immediately; and
3. I understand that my participation in the Lab Activity is subject to compliance with safety instructions and laboratory policies and procedures, in addition to College policies and procedures; and
4. In consideration for my participation in the Lab Activity, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS FARMINGDALE STATE COLLEGE, its officers, officials, agents and/or employees, clubs, and organizations, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, to the fullest extent permitted by law; and
5. I specifically acknowledge that: (a) no oral representations, statements or inducements, apart from this written agreement, have been made; (b) I am executing this liability release form for full, adequate and complete consideration and I fully intend to be bound by the same.

This liability release form shall be governed by and construed pursuant to the laws of the State of New York, without regard to conflicts of law principals. If any provision/portion of this liability release form shall be held by a court of competent jurisdiction to be invalid, void or unenforceable in whole or in part, such decision shall not invalidate the remaining portion or affect its validity.

By signing my name below, I am indicating that I have read the above, fully understand all terms, understand that I am waiving substantial rights, and sign it freely and voluntarily without any inducement.

Print Name: _____ Date: _____

Signature: _____ Phone: _____

If the participant is a minor, the following portion should be completed:

This is to certify that I, as parent, guardian, temporary guardian with legal responsibility for this participant, do consent and agree not only to his/her release as provided herein but also to release and indemnify FARMINGDALE STATE COLLEGE, its officers, officials, agents and/or employees, clubs, and organizations from any and all liabilities incident to his/her involvement in this Activity.

Date: _____

Parent/Guardian Name: _____

Parent/Guardian Signature (if student is under 18): _____

Phone: _____