



Equipment and Shop Usage Authorization

Contact Information

Employee:	Date:
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Tools approved for use:	
Shop Supervisor Signature:	Date:

Shop area approved for use:	
Shop Supervisor Signature:	Date:

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS AND ASSUMPTION OF THE RISKS AGREEMENT.

This Agreement and Waiver and Release of Liability is entered into between the undersigned "Participant" and Southern Utah University Facilities Management, its organizations, affiliates, partners, sponsors, vendors, directors, officers, employees, volunteers, members, agents, contractors, contracted entities and facilities and the owners and lessors thereof, hereinafter referred to as "SUU" or collectively as "Releasees").

In consideration for the privilege of the Participant's use of tools and/or shop facilities, Participant certifies that they are over the age of 18 and acknowledges and agrees as follows:

1. Assumption of the Risks. I understand and agree that using the tools and/or shop facilities outlined above is not being conducted on work time and is exempt from Worker's Compensation coverage. I also understand and agree that usage of tool and/or shop may create predictable and unexpected risks of serious physical or mental injury or death. These risks may include, but are not limited to: sprains; strains; fractures; damage to the head, face or body; emotional distress, flesh wounds; muscular skeletal injuries; cosmetic injuries; cuts; abrasions; penetrations; paralysis, foreign objects in the eye; amputations; permanent disabilities; and other serious injuries or death (collectively "risks"). **I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES (LEGAL AND FINANCIAL)** incurred as a result of tool or shop utilization. _____INITIAL HERE

2. Waiver and Release of Liability. In consideration for the privilege of the Participant's use of tools and/or shop facilities listed above, the undersigned hereby **RELEASES, DISCHARGES, COVENANTS NOT TO SUE, AND AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS RELEASEES** from any and all

liability, demands, losses, medical expenses, lost opportunities, damages or attorney's fees and costs stemming from any or all claims for negligence, expressed or implied warranty, contribution, and indemnity, and/or claims of negligent rescue operations, first aid, and emergency care, to the broadest extent permitted by applicable law suffered by the Participant incurred on his/her account with respect to the Participant's personal injury and other injury or harm, disability, and/or death, or property damage, arising directly or indirectly from the Participant's participation in Activities, as caused or alleged to be caused in whole or in part by the Releasees or any of them, and further agrees that if, despite this release, the Participant or any other person makes a claim on the Participant's behalf against any of the Releasees, **THE UNDERSIGNED WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LIABILITY, LITIGATION EXPENSES, ATTORNEY FEES, LOSSES, DAMAGES OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM, WHETHER ASSERTED BY THE UNDERSIGNED, THE PARTICIPANT(S), OR ANOTHER PERSON.** _____INITIAL HERE

In Shop Projects

1. Before starting a personal shop project, you must have approval from the Director and the Shop Supervisor.
2. These projects are limited to off-hour time periods: lunch, before work, after work, and weekends. They will not infringe on work hours or work in progress.
3. These projects will not interfere with university work or progress.
4. When a project is done on the off hours, the shop will be clean and ready for university projects at the next working time.
5. Do not abuse the tools. If you break a tool or dull a blade, it is your responsibility to fix it.
6. Do not use university materials or supplies. Theft will not be tolerated.
7. If you bring personal projects, material or tools, they will be your responsibility for their security, safety, and loss.
- 8. Staff member is the only person authorized to use shop equipment.**
- 9. Minors are not to be left unattended in the shop at any time.**

Borrowing Tools

1. It may be possible to borrow a tool from the shop, provided the individual is competent in its use.
2. You must first get permission from the Director in writing.
3. You must have permission from the Shop Supervisor from where the tool belongs.
4. The tool must be brought back the next day unless you have written approval to extend the time.
5. If you break a tool on your personal project, you must repair or replace it at your own expense.

Employee signature:		Date:	
Director signature:		Date:	