

ASSUMPTION OF RISK, RELEASE AND INDEMNITY AGREEMENT

NOTE: For the purposes of this Agreement, "I" refers to both Parent/Legal Guardian and Student.

Assumption of Risk and Release

I understand that _____ (Student) will be participating
student's name

in the NIH/NIDDK Summer High School Short-Term Research Program for Underrepresented Persons (Program) under the coordination of the University of Hawaii from June 1, 2016 through August 11, 2016. I certify that Student is in good physical health and is able to participate in all activities. I understand and acknowledge that there are inherent dangers and risks involved with participation in this Program, including, but not limited to, working in areas/laboratories where hazardous substances (chemicals, biological materials) or physical hazards (very hot or cold temperatures, scientific instruments, machinery) may be present. I am fully aware that the inherent risks of injury may include, but are not limited to, illness, personal injury or death.

I understand that Student will be required to participate in training in safe laboratory practices. I also understand that Student will have access to written safety procedures and guidelines. It is expected that Student shall strictly observe these procedures and guidelines, as well as those explained by University faculty or staff. I understand that the University of Hawaii and any appropriate University personnel have the rights to exclude Student from activities believed to be dangerous or inappropriate based upon Student's level of experience. I also understand and agree that Student may be removed from a laboratory/work site on a temporary or permanent basis due to failure or inability to follow laboratory/work site rules or to perform assigned work as directed.

I understand Student should be covered during the Dates of Program above by a private medical and liability policy. I further understand that the University of Hawai'i does not provide such insurance or otherwise indemnify individuals with respect to injuries or other liabilities arising out of participation in the Program. Therefore, in consideration of the Student being permitted to participate in the Program, I hereby agree to assume all risks and full responsibility for any loss, property damage or personal injury, including death, which may be sustained as a result of Student's participation. I have read and understand any and all written materials setting forth the requirements for participation in the Program and I agree to strictly observe them.

Further, for myself, my heirs, executors, personal representatives or assigns, I do hereby release, waive discharge and covenant not to sue the University of Hawaii, its officers, employees and agents from (1) any and all claims resulting in property damage or personal injury or death arising from Student's participation or growing out of or caused by Student's acts or omissions during participation in the Program; and (2) all claims, suits and damages by whomsoever brought or made by reason of the non-observance or non-performance by Student of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments.

I also agree to INDEMNIFY, DEFEND, RELEASE, DISCHARGE, AND HOLD HARMLESS the University of Hawaii, its officers, employees, agents, and assigns from and against any and all claims, demands, actions, and causes of action, on account of damage to personal property, or personal injury or death which may result from Student's participation or negligence, and which result from