

University of Oregon, Knight Campus Cleanroom Facility

Liability Waiver and User Agreement

1. Acknowledgment of Risk

I, the undersigned, acknowledge that access to and use of the University of Oregon-Knight Campus Cleanroom Facility ("Facility") involves potential hazards, including but not limited to:

- Exposure to hazardous chemicals, gases, and materials
- Operation of high-voltage and high-temperature equipment
- Use of Class 100/1000 cleanroom protocols
- Risk of bodily harm or property damage due to misuse or malfunction of equipment

The specific risks vary from one activity to another, but the risks range from (1) minor injuries such as scratches, bruises, and sprains, (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions, (3) diseases, to (4) catastrophic injuries including paralysis and death. Participation in access to and use of the Facility carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Authorization to participate should not be construed as a requirement to participate. I voluntarily choose to use or visit the Facility and understand and knowingly assume the risks involved.

I acknowledge that the above list is not inclusive of all possible risks of participating in access to and use of the Facility, and I am aware of the risks involved whether described or not.

2. Assumption of Responsibility

I agree to abide by all safety rules, protocols, and procedures as outlined in the Facility's Standard Operating Procedures (SOPs), safety training sessions, and posted signs. I acknowledge that failure to comply with these regulations may result in loss of access to the Facility and/or disciplinary action. I also agree to abide by all Knight Campus building policies.

I confirm that I have completed all required safety and cleanroom protocol training and am qualified to use the equipment and materials necessary for me to safely engage in my research or activity within the Facility.

3. Personal Protective Equipment (PPE) and Cleanroom Behavior

I agree to wear the required PPE at all times within the cleanroom and follow all gowning/de-gowning procedures to preserve the integrity of the environment and ensure personal safety. I will not introduce any contaminants, unauthorized tools, or materials into the cleanroom.

4. Visitor Access

I understand that any individual who is not an active, trained cleanroom user is considered a **visitor**. All visitors must:

- Receive **prior approval** from the designated **Cleanroom Engineer** before entering the cleanroom.

- Be accompanied at all times by an approved cleanroom user or staff member.
- Not operate or handle any tools, equipment, or hazardous materials unless they have:
 - Completed the required tool-specific training, and
 - Received **explicit authorization** from the Cleanroom Engineer.

Visitors are subject to all safety protocols and may be asked to leave at the discretion of cleanroom staff for any violations or unsafe behavior.

5. NEMO Account and Equipment Use Tracking

I acknowledge that all users are required to:

- Establish a user account in the **NEMO (Networked Equipment Management Operator)** system by contacting the Facility Director.
- Schedule equipment time in advance using the NEMO software.
- Log all tool usage accurately within the NEMO system.

Failure to follow proper scheduling or logging procedures may result in suspension of cleanroom access privileges.

6. Release of Liability

To the fullest extent permitted by law, In consideration of being permitted to participate in any way in access to and use of the Facility, I for myself, my heirs, my personal representatives and assigns, do hereby release, waive, discharge, and covenant not to sue the State of Oregon, the Board of Trustees of the University of Oregon, the University of Oregon, officers, employees, volunteers, and agents (collectively, the “University”) from any and all liability, claims, demands, actions, or causes of action arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or to any property belonging to me while participating in cleanroom activities, including the negligence of the University, its officers, employees, volunteers, and agents, resulting in personal injury, accidents or illnesses (including death), property loss, economic loss, emotional distress, psychic injury, pain or suffering of any kind, and damages arising from, but not limited to, participation in access and or use of the Facility.

7. Indemnification

I agree to INDEMNIFY, DEFEND, AND HOLD the University of Oregon and its officers, employees, agents, and representatives HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney’s fees, resulting from my use of the Facility and to reimburse them for any such expenses incurred.

8. Medical Treatment and Insurance

I understand that I am responsible for my own health insurance coverage. I understand that an emergency may develop that necessitates the administration of medical care, and I authorize the University to secure emergency medical treatment if deemed necessary including the administration of an anesthetic and surgery. I agree to be solely responsible for any associated costs. Notwithstanding this paragraph, I understand and agree that the University has no obligation to provide or seek out any medical treatment for me.

9. Term and Revocation of Access

This agreement remains in effect for the duration of my access privileges to the Facility. The University reserves the right to revoke access at any time for violations of policy, unsafe behavior, or other justifiable reasons.

10. Severability

This waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Oregon. If any portion of this agreement is held invalid, the remainder shall continue in full legal force and effect.

PLEASE READ THE ENTIRE AGREEMENT BEFORE SIGNING.

User Information

Name: _____
Department/Affiliation: _____
Email: _____
Phone: _____

Emergency Contact

Name: _____
Relationship: _____
Phone: _____

Signature

I certify that I have read and fully understand this waiver, including the Visitor Access and NEMO requirements, and I voluntarily agree to its terms. I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

User Signature: _____ Date: _____
Supervisor/PI: _____ Date: _____
Cleanroom Engineer Approval: _____ Date: _____