

## **CETI: WAIVER AND RELEASE OF LIABILITY (INDIVIDUAL)**

**1.** By signing this Waiver and Release of Liability (Agreement), I waive and release **CETI** and Portland State University (henceforth known as “**PSU**”), its agents, servants, employees, officers, insurers, successors and assigns from any and all claims, demands, causes of action, damages or suits at law and equity of any kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence or involvement at any **CETI** program or convening or use of any **CETI/PSU** property or equipment. I, for myself, my heirs, executors, administrators and assigns, waive, release and forever discharge **CETI/PSU** and its respective board members, officers, employees, agents, contractors, and volunteers from any and all demands or claims for damage or injury, from any cause of suit or action, known or unknown, that I may have against **CETI/PSU** or its board members, officers, employees, agents or volunteers, and from all liability under the Oregon Tort Claims Act, ORS 30.260- 30.300, for any and all harm or damage to my health in any matter resulting from or arising out of my activities at a **CETI** program or convening.

This waiver and release is intended to and does release **CETI/PSU** from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence or conduct, the negligence and conduct of third parties, and **CETI's** or **PSU's** negligence or inadvertent conduct. This is not intended to release **CETI** or **PSU** from any liability resulting from their intentional conduct.

I further covenant and agree not to institute any claims or legal action against **CETI/PSU** for any claim released by this Agreement. I further agree that should any claim be made against **CETI/PSU** in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnify (reimburse) **CETI/PSU** for any such claim and expenses including attorney's fees and costs incurred by **CETI/PSU** in defending themselves or security indemnity hereunder.

**2.** I certify that there are no health-related reasons or problems that preclude or restrict my ability to participate in **CETI** activities. I understand that an emergency may develop which necessitates the administration of emergency medical care. Therefore, in the event of injury or illness, I authorize representatives of **CETI/PSU** (including staff) to facilitate means to secure appropriate/emergency medical treatment. I understand that such treatment shall be solely at my expense. Notwithstanding this paragraph, I understand and agree that **CETI/PSU** has no obligation to provide or seek out any medical treatment. I also authorize the **CETI/PSU** to contact the individual identified as an emergency contact in the case of an emergency

**3.** I understand that **CETI/PSU** is not responsible for any lost, stolen, or damaged valuables or property of mine or that I have brought to their programs or spaces.

I further understand that I am responsible for damage that I cause to any technology or equipment in/from any of the spaces or from **CETI/PSU** or its partners as well as loss/theft of any technology or equipment in/from any of the spaces, or from **CETI/PSU** or its partners while in my possession or that I have checked out from **CETI** or **PSU**. I will provide complete monetary compensation to replace these at full value.

4. I recognize and acknowledge that **CETI/PSU** may record my participation and appearance at their programs and convenings for use in any form for any educational or promotional purpose. I authorize such recording and release **CETI/PSU** to use my name, likeness, voice, and biographical material to exhibit or distribute such recordings in whole or in part without restrictions or limitations for any educational or promotional purpose. I will inform them before the beginning of their program if I prefer my likeness not be used. **CETI/PSU** is not responsible for recording by other partners or participants or inadvertent recording in the spaces.

4. I acknowledge that I have received and read a copy of all current rules and regulations including the **Code of Conduct** and **Lab Policies** governing **CETI** programs, property, and spaces. I agree that I will fully comply with all rules and regulations and with any amendments.

I have read the **Agreement** and understand that by signing the **Agreement** or **CETI's** Terms of Engagement, I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue **CETI/PSU** for any costs they incur because a claim or legal action is brought in violation of this Agreement. I agree any violation of the Agreement and its terms and conditions, as determined by **CETI**, will void and terminate this Agreement.

I am signing this Agreement freely, voluntarily and competently and am at least eighteen (18) years of age.

**Check agreement in google form (with name, date, signature). Those under 18 are required to have a legal guardian complete and sign a consent (by email).**

