

4D LABS SFU User Information and Billing Form

user information		(Complete a separate form for each user)	
first name	last name		
email address	SFU ID number		
SFU department			
work phone	home phone		
user type: <input type="checkbox"/> undergraduate student <input type="checkbox"/> masters student	<input type="checkbox"/> doctoral student <input type="checkbox"/> post-doctoral fellow <input type="checkbox"/> research associate		
project title			
how did you hear about 4D LABS?			
<input type="checkbox"/> internet search <input type="checkbox"/> word of mouth		<input type="checkbox"/> outreach event <input type="checkbox"/> other _____	
emergency contact information		(Not necessary for contract work)	
first name	last name	relationship	
telephone	alt phone		
supervisor information		(Billing information for charges accumulated by the user. Separate forms are required for each billable account.)	
supervisor name and title			
department	telephone	email	
name of funding source (e.g., NSERC Discovery, Industrial contract, etc.)		SFU account number	
I give permission for all 4D LABS Facility charges to be billed to the above account. (Note: Accrued charges will be billed on a monthly basis.) I also agree to acknowledge 4D LABS in all publications, presentations and press releases for all results arising from the use of the shared facilities within 4D LABS.			
signing authority signature _____			date _____

4D LABS USER ACKNOWLEDGEMENT AND WAIVER AGREEMENT
SFU PERSONNEL
("Agreement")

To: Simon Fraser University ("SFU")
8888 University Drive
Burnaby BC V5A 1S6

I, _____ am a undergraduate graduate postdoctoral fellow research associate at SFU
under the supervision of: _____ ("Supervisor") OR professor at SFU.

SFU has agreed to grant me access to its 4D LABS research facility located within TASC2 building at 8888 University Drive, Burnaby, BC, Canada V5A 1S6 ("**Facility**") to pursue the following research:

_____ (the "**Activity**").

I understand that the following provisions govern my access to the Facility and use of the equipment associated therewith. I acknowledge and agree that:

- a) I am familiar with and will abide by all Facility policies, as may be implemented and introduced by SFU from time to time, including SFU's Environmental Health and Safety Manual, any pertinent 4D LABS User SOP Manuals, and all safety and emergency procedures for working within the Facility.
- b) I will complete all training required by SFU to use the Facility and to engage in the Activity, including without limitation the required core SFU safety courses and training.
- c) To the best of my knowledge, there is no medical reason why I should not engage in the Activity or enter the Facility.
- d) SFU may, in their sole discretion, determine at any time that I require additional training, and I will not be permitted to use the Facility until such time as I have completed such additional training as required to the satisfaction of SFU.
- e) I will, at all times, ensure my proper use of Facility equipment and will immediately report any malfunction of equipment to the appropriate Facility support staff.
- f) I will notify Facility management prior to implementation of any proprietary processes, including without limitation the introduction of any proprietary chemicals. Such proprietary processes are not permitted without the written authorization of Facility management. SFU may, in its sole discretion, prohibit such proprietary processes if they have the potential to affect the research of other Facility users or the Facility.
- g) I am solely responsible for my research, and SFU does not in any way warrant or assure success of the Activity.
- h) Ownership of the rights in intellectual property resulting from the Activity shall be governed by the policies of SFU.
- i) I will acknowledge SFU in publications or presentations resulting from the Activity.
- j) The Facility is a community of professional and student researchers. As such, such safe practices and professional and respectful conduct are required at all times. Access to the Facility is a privilege and may be revoked by SFU at any time.
- k) SFU may at any time, at its discretion, change, repair, and/or modify equipment within the Facility. SFU will use reasonable efforts to ensure that any changes, repairs, and/or modifications to equipment within the Facility have minimal impact on the Activity.

- l) User Fees are available at <http://www.4dlabs.ca/work-with-us/fees.html> and on 4D LABS' NEMO site.
- m) I am aware that working in a laboratory setting involves risks, dangers, and hazards that may result in, among other things, mild or severe illness, physical injury, partial or total disability, death and/or property loss or damage. These risks include, but are not limited to, risks and dangers arising from infection and exposure to dangerous agents, and use of equipment, machinery or other devices (the "Risks"). I understand that it is my responsibility to learn and understand the Risks of working in the Facility. I will contact a staff member of 4D LABS if I require more information on these Risks. **I FULLY ACCEPT AND ASSUME ALL RISKS AND ACKNOWLEDGE THE POSSIBILITY OF, AND AGREE TO BE RESPONSIBLE FOR PERSONAL INJURY, DEATH, DISABILITY, PROPERTY DAMAGE OR LOSS RESULTING FROM THE RISKS.**
- n) I, in cooperation with my Supervisor, am responsible for the planning and performance of the Activity in such a way as to ensure my own safety as well as the safety of using the Facility;
- o) SFU grants access to the Facility on an "as is" basis and makes no guarantees for the safety or security of my property or materials that I bring to the Facility, while the materials and information are within the Facility. If I choose to disclose confidential information to the Facility staff or other users, I will have no expectation of confidentiality unless a non-disclosure agreement has been completed.
- p) **RELEASE OF LIABILITY.** I, FOR MYSELF AND MY HEIRS, EXECUTORS AND ADMINISTRATORS, SUCCESSORS AND ASSIGNS HEREBY REMISE, RELEASE AND FOREVER DISCHARGE SFU AND ITS GOVERNORS, OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS, VOLUNTEERS AND REPRESENTATIVES, AND THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS (AS THE CASE MAY BE) WHO ARE IN ANY WAY CONNECTED TO THE FACILITY OR THE ACTIVITY (EACH A "RELEASED PARTY" AND COLLECTIVELY, THE "RELEASED PARTIES"), OF AND FROM ANY AND ALL MANNER OF ACTIONS, CAUSES OF ACTION, SUITS, PROCEEDINGS, CONTRACTS, CLAIMS, DEMANDS AND LIABILITIES WHATSOEVER, IN LAW OR IN EQUITY, WHICH I EVER HAD, NOW HAVE OR MAY HEREAFTER HAVE AGAINST ANY OF THE RELEASED PARTIES, WITH RESPECT TO ANY CAUSE, MATTER OR THING UNDER OR IN RESPECT OF OR RELATING TO THIS INDIVIDUAL USER ACKNOWLEDGMENT, MY USE OF THE FACILITY OR MY INVOLVEMENT IN THE ACTIVITY AND/OR WITH THE FACILITY, SAVE AND EXCEPT FOR ANY ACTIONS, CAUSES OF ACTION, SUITS, PROCEEDINGS, CONTRACTS, CLAIMS, DEMANDS AND LIABILITIES ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY RELEASED PARTY.
- q) **INDEMNIFICATION.** I HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, LOSSES, DEFICIENCIES, COSTS (INCLUDING REASONABLE LEGAL COSTS ON A SOLICITOR AND OWN CLIENT BASIS), EXPENSES, LIABILITIES AND ADMINISTRATIVE PROCEEDINGS INCLUDING, WITHOUT LIMITATION, CLAIMS ARISING BY REASON OF ANY INJURY TO OR DEATH OF ANY PERSON, OR DAMAGE TO ANY PROPERTY, INCLUDING CONSEQUENTIAL LOSS, WHICH MAY BE BROUGHT OR MADE AGAINST ANY OF THE RELEASED PARTIES WITH RESPECT TO ANY CAUSE, MATTER OR THING UNDER OR IN RESPECT OF OR RELATING TO THIS AGREEMENT, MY USE OF THE FACILITY OR MY INVOLVEMENT IN THE ACTIVITY AND/OR WITH THE FACILITY, SAVE AND EXCEPT FOR ANY CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, LOSSES, DEFICIENCIES, COSTS, EXPENSES, LIABILITIES AND ADMINISTRATIVE PROCEEDINGS ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY RELEASED PARTY.

I confirm that (a) I am at least 19 years of age; (b) I have had the opportunity to seek independent legal advice; and (c) I have read and understood this Agreement and accept its terms.

By: _____

Name: _____

Date: _____