



**4D LABS USER ACKNOWLEDGEMENT AND WAIVER AGREEMENT  
 NON-SFU PERSONNEL  
 (“Agreement”)**

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

I, \_\_\_\_\_ am a(n)  employee  contractor  student  researcher  agent at:  
 \_\_\_\_\_ (the “organization”) under the supervision of: \_\_\_\_\_.

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 ultimately responsible for my research, and SFU does not in any way warrant or assure success of the Activity.
- h) I will acknowledge SFU and 4D LABS in publications or presentations resulting from the Activity.
- i) The Facility is a community of professional and student researchers. As 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.

- j) 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.**
  
- k) 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;
  
- l) 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.
  
- m) **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.
  
- n) **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 I am at least 19 years of age and that I have read and understood this Agreement and accept its terms.

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_