

ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY

1. **Parties.** The parties to this Acknowledgment of Risk and Release of Liability (Release) are the Board of Trustees for the University of Northern Colorado (Board of Trustees), on behalf of its Innovation Den (Den) in the University of Northern Colorado (UNC) University Libraries (Releasee), and _____ (Releasor).
2. **Purpose of Release.** In exchange for Releasee allowing Releasor to participate in the below Activity, the Releasee freely enters into this Release. This Release is made in accordance with the laws of the State of Colorado and is intended to discharge Releasee, Board of Trustees, UNC and UNC's administrators, employees, officers, agents, assigns, successors-in-interest, third-party administrators, executors, insurers, and attorneys (collectively or individually, the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, arising out of or related to any loss, damage, injury, or death, that may be sustained by Releasor, their heirs, executors, administrators, and assigns, while participating in the following activity or activities, or while in, on, or upon the premises where the activity is being conducted:

Den use of specialized equipment and tools, including but not limited to 3D printers, vinyl cutters, sewing machines, heat press equipment, and button makers (Activity).
3. **Term of Release.** This Release is effective when the Releasor has executed it (Effective Date). The term of the Release is from Effective Date through December 30, 2026.
4. **Acknowledgment of Risk:** The Releasor acknowledges that they are fully aware of the hazards and risks which may be associated with their participation in the Activity and that such hazards and risks include, but are not limited to, death; burns from heated equipment or materials; cuts, punctures, or pinching injuries from tools or sewing equipment; electrical injuries; injuries associated with crafting, fabrication, and assembly activities; and serious injury or impairment to other parts of Releasor's body (with negative effects to Releasor's general health and well-being). Releasor understands that such injuries may result in impairment of Releasor's future abilities to earn a living, to engage in other business, social and recreational activities, and detrimental effects on Releasor's enjoyment of life. Releasor has had the opportunity to ask questions about the Activity and any questions that Releasor asked were answered to Releasor's satisfaction. Releasor understands, accepts, and assumes such hazards and risks, and waives all claims against Releasee. Releasor understands that they are solely responsible for any costs arising out of any bodily injury or property damage sustained through their participation in or conduct associated with the Activity.
5. **Prohibited Conduct During Activity.** Releasor understands and agrees that the following are strictly prohibited during the Activity:

- A. Creating weapons or weapons components.
 - B. Creating items deemed illegal by federal, state, local law, or UNC policy.
 - C. Use of hazardous materials, as defined by federal, state, local law, or UNC policy.
 - D. Bringing any materials, tools, or personal belongings that may reasonably be expected to damage, impair, or adversely affect the machinery. Releasee reserves the right to inspect and remove any such items.
 - E. Use of any copyrighted, trademarked, patented, or otherwise protected intellectual property without express authorization from the right holder. Releasor understands and specifically agrees to release, discharge, indemnify and hold harmless the Releasee from any and all claims, demands, damages, liabilities, or causes of action arising out of or related to any alleged or actual violation of intellectual property rights committed by Releasor.
6. **Release of Liability:** The Releasor hereby agrees to release and discharge, indemnify and hold harmless the Releasee for any loss, damage, injury, or death that may occur, even if attributable to the conduct of the Releasee, all claims, demands, and causes of action whatsoever as allowed by the applicable law of the State of Colorado, including but not limited to negligence, either in law or in equity, relating to injury, disability, death or other harm, to person or property or both, arising from Releasor's participation in and/or presence at the Activity.
7. **Scope of Release:** This release extends and applies to all unknown, unforeseen, unanticipated, and unsuspected injuries, damages, loss, and liability and the consequences thereof. This Release is not intended, nor should it be construed to waive liability or preclude claims against or require indemnifying the Releasee for willful and wanton conduct, or gross negligence.
8. **Governmental Immunity.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671, *et seq.*, as applicable now or hereafter amended.
9. **Binding Agreement:** This Form is binding upon the Releasor and their heirs, executors, administrators, and assigns.
10. **Signatures.** The Releasor, either personally or through their duly authorized representatives, have executed this Release on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Release.

READ THIS DOCUMENT COMPLETELY BEFORE SIGNING. ITS EFFECT IS TO RELEASE THE RELEASED PARTIES, INCLUDING THE BOARD OF TRUSTEES FOR THE UNIVERSITY OF NORTHERN COLORADO AND OTHERS REFERENCED ABOVE FROM ANY LIABILITY AND ALL CLAIMS FOR DAMAGES OR LOSSES RESULTING FROM RELEASOR'S PARTICIPATION IN THE ACTIVITY.

I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT AND THAT BY SIGNING I AM AGREEING TO ITS TERMS WITH THE SAME FORCE AND EFFECT. I UNDERSTAND THAT BY AGREEING TO THIS ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY I AM GIVING UP MY RIGHT TO SUE OR OTHERWISE MAKE ANY CLAIM AGAINST THE RELEASED PARTIES. I HAVE READ THIS ENTIRE DOCUMENT CAREFULLY. I FULLY UNDERSTAND ITS CONTENTS AND I VOLUNTARILY AGREE TO ITS TERMS.

RELEASOR

Full Name

Signature

Date