

# Machine Shop Facilities Use Agreement, Waiver and Assumption of Liability for Non-Course-Related Activities

I, \_\_\_\_\_, \_\_\_\_\_  
(name of participant) (UBC student number)

in consideration of being permitted by the University of British Columbia (the “University”) to use the Mechanical Engineering Department’s Machine Shop Facilities (the “Shops”), do hereby:

1. **ACKNOWLEDGE** that the Shops are inherently dangerous places and that I will exercise due care and attention when using the facilities and equipment for my safety and for the safety of those around me.
2. **WARRANT AND REPRESENT** that I have undergone the Mechanical Engineering Department’s Machine Shop Orientation Course (the “Orientation Course”) and understand the procedures that I am expected to follow. In particular, I am aware that I must learn to use the Shops’ tools and equipment safely and that I am required to ask for instruction from qualified Shop personnel before using any tool or equipment when I have not been instructed in the safe use and operation of that tool or equipment.
3. **AGREE** that I will strictly adhere to the requirements and safety rules set out in the Orientation Course.
4. **AGREE** that I will not allow unqualified persons to access the Shops or use tools from the Shops that are on loan to me.
5. **ACKNOWLEDGE** that use of the Shop Facilities and tools involves exposure to certain inherent risks, including but not limited to potential injury or death and I freely assume these risks and I assume responsibility for all my activities in the Shop Facilities and for the use of any tools that I may borrow from the Shops.
6. **AGREE** to indemnify and hold harmless the University of British Columbia, its board of governors, officers, employees and agents from and against any actions which result from my activities while occupying or using the Shop Facilities or from my use of Shop tools.
7. **WAIVE, RELEASE AND FOREVER DISCHARGE** the University of British Columbia, its Board of Governors and anyone employed by or acting on behalf of the University from any and all claims, causes of action, and any liability for personal injury, death, damage to property or loss of whatsoever nature or kind and howsoever caused which I or my heirs, executors, administrators, or anyone else may have arising out of my use of the Shop Facilities or of any Shop tools or equipment.

8. ACKNOWLEDGE that the University carries no personal property, medical, dental or any accident benefit/disability insurance on my behalf and that it is my sole responsibility to ensure that I maintain sufficient personal insurance coverage.
9. ACKNOWLEDGE that violation of any part of this agreement can result in immediate suspension of my Shop privileges.
10. ACKNOWLEDGE that the Shop Lecturer may suspend my Shop privileges at any time and at his/her sole discretion by giving verbal notice and such a suspension is immediately effective.
11. ACKNOWLEDGE that this agreement will be governed by, and construed in accordance with, the laws of British Columbia, and the parties hereby attorn to the exclusive jurisdiction of the Courts of competent jurisdiction of British Columbia in any proceeding hereunder.
12. ACKNOWLEDGE this agreement shall expire

If a student, when my status as a student of the University terminates;  
 All others: on \_\_\_\_\_(date)

(Please check one of the above)

13. ACKNOWLEDGE that prior to signing this form, **I have read and understood this Agreement and waiver of liability in its entirety** and I am aware that by signing this document, I am affecting the legal rights of myself, my heirs, next of kin, executors, administrators and assigns.

Dated at \_\_\_\_\_, British Columbia, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 (place)

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	)	
Signature of Witness	)	Signature of Student
	)	
Name of Witness ( <i>please print</i> )	)	Name of Student ( <i>please print</i> )
	)	
Address	)	Address
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