

**COLORADO SCHOOL OF MINES**  
**LIABILITY WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT**  
**FOR EXTERNAL ACADEMIC AND RESEARCH FACILITY USERS**

The undersigned, hereafter referred to as "User," \_\_\_\_\_ (*print name*), wishes to access and utilize the Colorado School of Mines' X-RAY MICRO COMPUTER TOMOGRAPHY FACILITY (*name of facility*), hereafter referred to as "the Facility," and scientific equipment and materials located therein for the following purpose:

\_\_\_\_\_

Approval for User's access to the Facility has been granted by the Colorado School of Mines pursuant to the university's Educational Business Activities Policy and related policies and procedures. In consideration of the university's providing User this access, the User hereby agrees to the following terms and conditions:

**Liability Waiver, Release and Indemnification Agreement.** User agrees to hold harmless, release, indemnify and forever discharge Colorado School of Mines, and its Board of Trustees, officers, employees, agents, and any persons acting on their behalf, as well as their heirs, executors and assigns, from and against any and all liability, claims, demands, costs and expenses (including attorneys' fees) arising out of or in any way connected with any bodily injury or property damage relating to or arising out User's access to and use of the Facility or any equipment and materials located therein, even if the liability, claims, demands, costs and expenses may arise, in whole or in part, out of the negligence or carelessness of the Colorado School of Mines or its Trustees, officers, employees, agents, or any persons acting on their behalf, or resulting from defects in the Facility or any equipment or materials therein. Colorado School of Mines specifically disclaims all liability for any loss or theft of personal property of Licensee, its employees, agents, or invitees.

**Assumption of Risk.** The User acknowledges that utilizing the Facility for the purpose described above may pose certain risks and dangers. The User understands and acknowledges that specific risks of physical injury vary depending on the nature of the Facility, equipment and materials utilized, and the extent of such usage, and can range from minor personal injuries, such as scratches, burns, and sprains, to major injuries, such as eye, head and back or joint injuries, and catastrophic injuries resulting in paralysis or death. Additionally, User acknowledges that utilizing the Facility may also present risks of property damage, such as the loss or theft of or damage to User's personal property, including, but not limited to, clothing, data, equipment and other property. Risks associated with this particular Facility include, but are not limited to, the following (*list risks specific to the Facility, and equipment and materials therein*):

\_\_\_\_\_

\_\_\_\_\_

By signing this agreement, User acknowledges that he or she understands that any and all risk, whether known or unknown, is expressly assumed by User, and that all claims, whether known or unknown, are expressly waived in advance.

**Insurance.** User agrees to obtain at its own cost and expense liability insurance with limits of not less than \$1 million (\$1,000,000) per person and \$3 million (\$3,000,000) per accident for bodily injury (or \$1,000,000 combined single limit) and \$3 million (\$3,000,000) per accident for property damage. User shall furnish to Colorado School of Mines a copy of said policy or a certificate that such insurance has been issued. If the User is a "public entity" within the meaning of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*, as amended ("Act"), the User shall at all times during the term of this Agreement maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request, the User shall show proof of such insurance.

**Severability.** User expressly agrees that this Liability Waiver, Release and Indemnification Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Colorado, and that if any portion herein is held to be invalid or unenforceable, the balance shall continue in full legal force and effect.

**Governmental Immunity.** Nothing in this agreement shall be construed to waive, limit, or otherwise modify any governmental immunity available to any of the persons or entities released herein under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*.

\_\_\_\_\_  
User (print name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
User (signature)

(OVER)

# Application and Agreement for Use of the Colorado School of Mines' Geophysics Department X-Ray CT Facility (MCTF)

Applicant/User: \_\_\_\_\_  
*please print name*

Company (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Date of Application: \_\_\_\_\_

Requested Date(s) for Access to Facility: \_\_\_\_\_

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The Colorado School of Mines X-Ray Micro CT Facility ("MCTF Lab") is not a commercial laboratory. Its primary purpose is to support the educational and research mission of the Colorado School of Mines ("CSM"), a public university. The MCTF Lab charges external users fees for use of the lab, equipment, and related support services that are based on commercial market rates and CSM's direct, indirect and overhead costs of providing access to the facility and related services. As a public institution of higher education, CSM must comply with certain statutory requirements governing competition with private enterprise. To help ensure CSM's compliance with this state law, the MCTF Lab requires that all individuals external to the CSM community who request access to the MCTF Lab or equipment therein verify that they have researched and considered utilizing other, *commercial* laboratories prior to seeking access to the MCTF Lab. Accordingly, please complete the following:

By my signature below, I attest to the accuracy of the following statements (please check all that apply):

☐ Prior to the date of this application, I have contacted other, commercial laboratories to determine whether such facilities can provide the services or access to the scientific equipment and facilities I need to perform my research.

☐ I have determined that there are *no* commercial laboratories that provide the particular services or scientific equipment and facilities I need.

☐ I have determined that although there are commercial laboratories that provide services or scientific equipment and facilities I need, I still seek access to the CSM MCTF Lab for one or more of the following reasons:

☐ The location of the commercial facility is such that it is impractical for me to utilize it.

☐ The commercial facility does not provide the technical support or all of the equipment or services I need.

☐ The quality of the commercial facility and/or its equipment, support or other services that I need is unacceptable for my purposes.

☐ Other: \_\_\_\_\_

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant's Name (print)

(OVER)