

NJIT VOLUNTARY STUDENT RESEARCH
RELEASE OF LIABILITY, PROMISE NOT TO SUE, ASSUMPTION OF RISK

In consideration for being permitted to participate in voluntary research taking place at New Jersey Institute of Technology campus facilities, I, on behalf of myself and my next of kin, heirs and representatives, **release from all liability and promise not to sue** New Jersey Institute of Technology, and its employees, officers, directors, volunteers and agents (collectively "NJIT") from any and all claims, **including claims of NJIT's negligence**, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss I may suffer because of my participation in the research, including travel to, from and during my use of the facility.

I am voluntarily participating in this/her research endeavor. I understand that my participation in the research endeavor and/or any project or activity affiliated with the research endeavor may include activities that may be hazardous to me., I am aware of the risks associated with traveling to/from and participating in this/her research endeavor, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or other's actions, inaction, or negligence; conditions related to travel; or the condition of the research endeavor location(s). **Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this/her research endeavor, including travel to, from and during the research endeavor.**

I agree to **hold NJIT harmless** from any and all claims, including attorney's fees or damage to my personal property that may occur as a result of my participation in this/her research endeavor, including travel to, from and during the research endeavor. I am aware and understand that I should carry my own health insurance. In case of any medical emergency, I will be taken to the nearest medical facility. I understand that I will be responsible for providing legal health care and insurance coverage for any treatment deemed necessary.

I hereby freely and irrevocably grant to NJIT and its authorized employees and agents, the absolute right and permission to copy, exhibit, copyright, use, take, distribute and/or publish my photographic likeness, name, voice, and/or image made in relation to my participation in the research endeavor in photographs, video and in any and all other media, in which I may be included in whole or in part, or in composite form in conjunction with my name and other identifying information, or reproductions thereof in color or otherwise, made through any media for art, print, web, advertising, film, telecast or any other lawful purpose whatsoever. I also grant NJIT the same right and permission to use written or verbal statements or testimonials made by me. It is understood that no compensation has been paid and that no fee or compensation shall be due to me for my giving permission for use of my photographic image, likeness, name, or voice.

I hereby acknowledge that participation in the research endeavor constitutes a learning experience for which I will receive no monetary or other compensation from NJIT. I also acknowledge that NJIT may suspend and immediately remove me from the research endeavor if my performance is unacceptable in reference to NJIT's policies and procedures or my conduct is disruptive or threatening to NJIT, its employees, faculty, students and campus community, within the sole judgment of NJIT.

I expressly understand and agree this/her Release is intended to be as broad as permitted by law and that this/her Release shall be governed by and interpreted in accordance with the laws of the State of New Jersey. By signing below, I acknowledge that I have carefully read and understand this/her release, and agree to its provisions.

Participant Signature: _____

Participant Name (print): _____ Date: _____

Participant's Date of Birth: _____

NJIT VOLUNTARY STUDENT RESEARCH ENDEAVOR
RELEASE AND ASSUMPTION OF RISK IF PARTICIPANT IS UNDER 18 YEARS OF AGE

I am the parent or legal guardian of the Participant, _____, and I hereby allow Participant to participate in a research endeavor with New Jersey Institute of Technology's ("NJIT") _____ ("research endeavor"), taking place at NJIT campus facilities. **I understand the legal consequences of signing this/her document, including (a) releasing NJIT, and its employees, officers, directors, volunteers and agents (collectively "NJIT") from all liability on my and the Participant's behalf, (b) promising not to sue on my and the Participant's behalf, (c) and assuming all risks of the Participant's participation in this/her research endeavor, including travel to, from and during this/her research endeavor.**

In consideration of my child being permitted to participate in the research endeavor, I hereby accept all risk to my child's health and of his/her injury or death that may result from such participation, including transportation to and from the research endeavor, and I hereby release NJIT, its governing board, officers, employees and representatives from any and all liability to my child, his/her personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my child's property and for any and all illness or injury to my child's person, including his/her death, that may result from or occur during my child's participation in the research endeavor, whether caused by any type of negligence of NJIT, its governing board, officers, employees, or representatives, or otherwise. I further agree to indemnify and hold harmless NJIT and its governing board, officers, employees, and representatives from liability for the injury or death of any person(s) and damage to property that may result from my child's negligent or intentional act or omission while participating in the research endeavor. NJIT is not liable for any special, incidental, or consequential damages arising out of or in connection with any aspect of participation in the research endeavor.

I represent that I possess adequate hospitalization and medical insurance to meet any needs for payment of hospital and medical cost for my child while participating in the research endeavor. Should my child require emergency medical treatment as a result of accident or illness arising during the research endeavor, I consent to such treatment and agree to be financially responsible for any medical bills incurred as a result of emergency medical treatments.

I agree to allow my minor child to participate in the research endeavor and all related activities that take place in NJIT campus facilities, including laboratories, and freely accept and assume all associated risks and hazards. I expressly agree that my minor child may suffer injury, illness, or even death from his/her activities or presence in the campus facilities, including laboratories. I hereby acknowledge that my child's participation in the research endeavor constitutes a learning experience for which he will receive no monetary or other compensation from NJIT. I also acknowledge that NJIT, in its sole discretion, may suspend and immediately remove my child from the research endeavor if his/her performance is unacceptable in reference to NJIT's policies and procedures or his/her conduct is disruptive or threatening.

I understand that as a participant in the research endeavor, my child may be included in any photographs and/or recordings taken during the research endeavor. Without reservation or limitations, I hereby freely and irrevocably grant to NJIT the absolute right and permission to copy, exhibit, copyright, use, take, distribute and/or publish my child's photographic likeness, name, voice, and/or image made in relation to his/her participation in the research endeavor in photographs, video and in all other media, in which he may be included in whole or in part, or in composite form in conjunction with his/her name and other identifying information, or reproductions thereof in color or otherwise, made through any media for art, print, web, advertising, film, telecast or any other lawful purpose whatsoever. It is understood that no compensation has been paid and that no fee or compensation shall be due to me for my giving permission for use of my child's photographic image, likeness, name, or voice.

I HAVE CAREFULLY READ THIS/HER AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR MY CHILD'S INJURY OR DEATH OR DAMAGE TO MY CHILD'S PROPERTY THAT OCCURS WHILE PARTICIPATING IN THE ABOVE DESCRIBED RESEARCH ENDEAVOR AND THAT IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY MY CHILD'S NEGLIGENT OR INTENTIONAL ACT OR OMISSION. I EXPRESSLY UNDERSTAND AND AGREE THAT THIS/HER RELEASE IS INTENDED TO BE AS BROAD AS PERMITTED BY LAW. THIS/HER AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY.

Signature of Minor Participant's Parent/Guardian

Minor Participant's Name

Name of Minor Participant's Parent/Guardian (print)

Date