

Columbus Center Guidelines and Requirements for Visiting Minors

I. Columbus Center Age Restrictions for Minors

The University System of Maryland and its constituent institutions with faculty, staff and students at the Columbus Center are generally supportive of appropriate educational opportunities for high school students at the Center. To ensure that visitors who take part in educational opportunities (“opportunities”) at the Center possess sufficient maturity to participate in such opportunities, visitors must be at least 15 years of age to enter into a wet lab, research space and the Aquaculture Research Center (ARC), and 14 years of age to enter an office or administrative space (“Visiting Minor”). Visiting Minors who are not engaged in such opportunities are strongly discouraged due to the nature of the lab environment.

A request for an exception to these restrictions is granted when (1) a strong justification is made by the sponsoring faculty member or staff member with whom the Visiting Minor is working and (2) upon the advance approval of the UMBC Director of Environmental Safety and Health (ESH). The request and justification must be submitted to the Columbus Center Director of Administration at least 30 days prior to the Visiting Minor’s expected start date to obtain the Director of ESH’s approval.

II. Columbus Center Guidelines for Visiting Minor

- 1.0 All visitors, including Visiting Minors, must adhere to all Columbus Center Rules and Regulations.
- 2.0 Generally, supervision of the Visiting Minor should rest with the appropriate sponsoring faculty or administrative staff member at all times. A Visiting Minor shall not be left unattended in a lab, research, and/or ARC space.
- 3.0 Visiting Minors must read this document (Columbus Center Guidelines and Requirements for Visiting Minors); complete a Columbus Center Badge Access Form; read and agree, with the Visiting Minor’s parent or legal guardian, to the Waiver of Liability and Hold Harmless Agreement (Section III below), and complete all other appropriate human resources paperwork required by the sponsor’s institution. Access Badges must be returned to Columbus Center Operations, G012, Monday through Friday, from 9am to 5pm.
- 4.0 Before the Visiting Minor is permitted to enter a lab space, they are required to watch the CC lab safety training video. It is the responsibility of the sponsoring faculty or staff member to ensure the Visiting Minor is trained in all lab equipment, common equipment, and standard operating procedures of the sponsoring faculty member’s lab before entry into the lab is permitted.
- 5.0 UMB Environmental Health and Safety provides onsite face-to-face lab safety training to all University entities within the Columbus Center 2-3 times per year. Dates of this face-to-face training will be announced in advance by Columbus Center Operations via email. Visiting Minor is required to attend the next available face-to-face training held at the Columbus Center.
- 6.0 The Columbus Center Operations or the IMET Director may prohibit any visitor from entering any space or area as it determines necessary.

III. Waiver of Liability and Hold Harmless Agreement

- 1.0 In consideration of my minor child or minor ward (“Visiting Minor”) being permitted to participate in the educational opportunity (“the Activity”) offered by the sponsoring faculty or staff person named below to be held during the period of _____ I, the undersigned, on behalf of my Visiting Minor, hereby in advance **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the University of Maryland, Baltimore County, the University System of Maryland and its constituent institutions, the State of Maryland, their officers, agents, servants, faculty, administrators, employees, and students acting as such (collectively, “Releasees”) from and against any and all liability for any harms, injuries, damages, claims, actions, causes of action, costs, demands, and expenses of any nature whatsoever which my Visiting Minor may have or which may hereafter accrue to my Visiting Minor, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by my Visiting Minor, or to any property belonging to my Visiting Minor, **WHETHER CAUSED BY THE NEGLIGENCE OR CARELESSNESS OF THE RELEASEES**, or otherwise, while participating in the Activity, or while in, on, upon, or in transit to or from the premises where the Activity is being conducted.
- 2.0 I, on behalf of my Visiting Minor, attest that I have actual and complete knowledge of the inherent risks, dangers, and hazards of a laboratory environment. I, on behalf of my Visiting Minor, understand and agree that my Visiting Minor may be exposed to acids, bases, flammable liquids, cryogenics, gasses, toxins, sharp edges, hot surfaces, mechanical impacts, and high voltage equipment.
- 3.0 I, on behalf of my Visiting Minor, attest that I have actual and complete knowledge of all the risks, dangers, and hazards of the Activity, which specifically include but are not limited to 1) those enumerated in Paragraph 2.0, 2) other activities taken as an adjunct of the Activity, and 3) travel risks. As evidence of my subjective knowledge of the Activity, obtained prior to the commencement of the Activity, **I UNDERSTAND THAT WHEN THE RISKS OF THE ACTIVITY MANIFEST THEY WILL RESULT IN INJURY (MINOR, SERIOUS, OR MORTAL) TO MY VISITING MINOR AND/OR DAMAGE TO HIS OR HER PROPERTY.** Knowing and understanding the risks of the Activity to my Visiting Minor, nevertheless, I, on behalf of my Visiting Minor, hereby and knowingly agree to assume those risks and to release and hold harmless the Releasees who through negligence or carelessness or otherwise might be liable to my Visiting Minor (or his or her heirs or assigns) for damages.
- 4.0 I, on behalf of my Visiting Minor, understand and agree that Releasees do not have medical personnel available at the location(s) of the Activity. I, on behalf of my Visiting Minor, grant permission to Releasees to authorize emergency medical treatment, if determined necessary by Releasees. I, on behalf of my Visiting Minor, further understand and agree that such action or inaction on the part of the Releasees and any resulting injuries or damages shall be subject to the terms of this **WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT.**
- 5.0 I, on behalf of my Visiting Minor, expressly intend that this **WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT** shall bind my Visiting Minor, the members of his or her family and spouse, if he or she is alive, and his or her estate, heirs, administrators, personal representatives, or assigns, if he or she is deceased, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE** the above-named Releasees. I, on behalf of my Visiting Minor, further agree **TO SAVE AND HOLD HARMLESS, INDEMNIFY, AND DEFEND**

Releasees from any claim by me, my Visiting Minor, or his or her family, arising out of my Visiting Minor's participation in the Activity.

6.0 I, on behalf of my Visiting Minor, agree that this **WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT** shall be governed in all respects by the laws of the State of Maryland without reference to its conflicts of laws principles. I, on behalf of my Visiting Minor, expressly consent and submit to the exclusive jurisdiction of any court of competent jurisdiction in the State of Maryland.

7.0 I, on behalf of my Visiting Minor, agree that each provision of this **WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT** shall be deemed to be a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not cause the invalidity or breach of the remaining provisions, which shall remain in full force and effect.

8.0 **I, ON BEHALF OF MY VISITING MINOR, AND MY VISITING MINOR, ACKNOWLEDGE AND REPRESENT THAT** we have read the foregoing **WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**, understand it, and sign it voluntarily as our own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written **WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**, have been made; I am at least eighteen (18) years of age and fully competent; I am the parent or legal guardian of the Visiting Minor; and I execute this **WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT** for full, adequate, and complete consideration fully intending to be bound and for my Visiting Minor to be bound by the same.

THIS IS A RELEASE OF LEGAL RIGHTS – READ BEFORE SIGNING

IN WITNESS WHEREOF, we have signed this WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT under seal on this ____ day of _____, 20____.

Visiting Minor's Printed Name: _____

Visiting Minor's Signature: _____

Parent/Guardian's Printed Name: _____

Parent/Guardian's Signature: _____

Witness's Printed Name*: _____

Witness's Signature*: _____

*NOTE: A witness is required to sign this Waiver to assert that they watched the Visiting Minor and Parent/Guardian sign the Waiver. Waivers will NOT be accepted without witness signature.

Signature of Sponsoring University Principal Investigator (PI)/Faculty or Staff Member asserting agreement to abide by sections I and II of the Columbus Center Guidelines and Requirements for Visiting Minors

Printed Name of Sponsoring University PI/Faculty or Staff Member: _____

Signature of Sponsoring University PI/Faculty or Staff Member: _____