

Appendix C: Release and Waiver of Liability

I, the Participant named below, in consideration for being allowed to participate in the roof activity, acknowledge that I understand and that I do hereby, for myself, the members of my family and spouse if I am alive, and my heirs, assigns, and personal representatives if I am deceased, voluntarily agree to INDEMNIFY and RELEASE FROM LIABILITY, WAIVE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE the State of Iowa; Board of Regents - State of Iowa; University of Northern Iowa; and all their officers, faculty, employees, or agents (hereinafter referred to as "RELEASEES") from and for any and all claims, demands, actions, or causes of action on account of any injury to me or my property or on account of my death which may occur from any cause during the roof activities, or any continuances thereof, whether caused by the negligence of RELEASEES or otherwise; and I do hereby expressly covenant and agree to indemnify and refrain from bringing suit or proceedings at law or in equity or otherwise as provided by law against any of the RELEASEES on account of any and all such claims, demands, actions, or causes of action. I certify I am physically capable of participating in this roof activity.

Guest Access Guidelines

- Guests are to be escorted by an Authorized person at all times.
- Extreme caution must be used if accessing a roof during inclement weather or under adverse conditions. Access to the roof will not be granted if any of the below conditions exist:
 - Wind is greater than 15 mph
 - The temperature is below 35 degrees Fahrenheit
 - It is raining
 - Lightning is visible
 - When temperatures exceed 95 degrees Fahrenheit
 - A severe weather warning is in effect for Black Hawk County
- Only activities related directly to University or departmental business may be conducted on roofs.
- No one less than eighteen (18) years of age is allowed on any roof.
- Throwing any object from the roof is prohibited.
- Sharp or pointed objects may not be placed directly on roof membrane.
- All equipment must be placed on pads or curbs and in such a way that damage to the roof membrane or roof components will not occur.
- Any loose object that can blow off the roof may not be left unattended and must be weighted down to prevent it from blowing off the roof.
- Tampering with any existing roof equipment is strictly prohibited.

By signing this Agreement, Release and Waiver of Liability, I state that:

- I have read, understand and agree to all conditions set forth herein,
- I sign this form voluntarily,
- I agree to follow the Roof Access Guidelines and Guest Access Guidelines,
- I agree to participate safely according to instructions I receive,
- I agree to behave in a responsible manner,
- I agree to only perform tasks I am assigned, I am comfortable doing, and I can accomplish safely, and
- I agree to wear appropriate clothing and closed-toe shoes to provide protection according to the conditions.

Participant's Name (please print):

Participant's Phone:

Company Name:

Company Phone:

Participant's Signature of Agreement:

Date:

Emergency Contact Information

Name(s):

Telephone Number(s):

Relationship(s):