

University of Wyoming Visitor Agreement

Completed forms should be sent to export@uwyo.edu and Risk@uwyo.edu

I, the undersigned, accept and agree to the following terms and conditions in consideration of the opportunity to visit facilities, including research laboratories located at the University of Wyoming (University) for only those facilities and purposes outlined in Exhibit A.

- 1. Access to Facilities.** The facilities are being made available to me as an educational or research opportunity. I am not a student, employee, or affiliate of the University. I am acting as a visitor. The University is not responsible for the payment of withholding taxes, unemployment insurance, workers' compensation insurance, social security, pensions, retirement fees, licenses or other fees. I agree to complete all university-required training before being provided with access to University laboratory equipment.
- 2. Restricted Party Screening.** I understand that I will be subject to Restricted Party Screening before and during the term of my visit and that, in relation to this screening, the University, at its sole discretion and at any time, may deny me access to the facilities at the University.
- 3. Export Control.** I agree to comply with any and all applicable United States export control laws and regulations, as well as any and all embargoes and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls. I agree to not seek unauthorized access to any University facilities or information stored on the University's computer systems or make unauthorized use of such information.
- 4. Confidentiality.** I understand that as part of this opportunity, I may be provided with or given access to University confidential or privileged materials, information, data, knowledge, or documents ("Confidential Information"). I agree that during and after termination of this Agreement, I shall maintain in confidence all Confidential Information, shall use Confidential Information only for the purposes outlined under this Agreement, and shall not use Confidential Information for myself or any other person or business. I agree that Confidential Information will not be transferred or otherwise disclosed to any other person without the prior written authorization of the University.

I agree that all intellectual property, materials, and information (including Confidential Information) provided to me by the University under this Agreement is and shall remain the sole and exclusive property of the University. I agree that by signing this Agreement and receiving any supplies relating to such intellectual property, materials, and information (including Confidential Information) by the University it does not grant me any rights or licenses, expressed or implied, in such intellectual property, materials or any product or process derived therefrom, and information (including Confidential Information) except as provided herein.

- 5. Appropriate Conduct.** I agree to observe all applicable governmental, University and departmental policies, rules and regulations that pertain to my conduct on campus and in University facilities. I agree to comply with all applicable United States laws and Wyoming laws that pertain to my conduct on campus and in University facilities. I agree that University officials may require

me to leave the facilities if they believe that I have violated a policy, rule or regulation or if they believe that my conduct is inappropriate.

6. Health and Safety Risks. I understand that the facilities, including the laboratories may contain hazardous substances and equipment. I will take every precaution necessary to protect my health and safety, and the health and safety of others. I will acquaint myself with and conduct my activities in accordance with all applicable University safety regulations, policies, procedures. I recognize that by being in a laboratory I may be subjected to potential risks, illnesses, and injuries. I understand these risks and assume them knowingly and willingly.

7. Insurance Coverage. I understand that I am not covered by University insurance of any kind. I understand that I am not covered by University insurance for medical or non-medical situations, including, but not limited to, evacuation, repatriation, damage to or loss of property, or changes in plans regardless of cause. I understand that it will be my responsibility to pay for emergency room care, doctors' services, hospitalization, and any other medical or non-medical related costs. By signing this Visitor Agreement, I acknowledge and agree I am not an employee of the University of Wyoming and am not entitled to any employee benefits or to workers' compensation from the University of Wyoming.

8. Assumption of Risk and Release of Claims. Knowing the risks described above, I agree, on behalf of my family, heirs, and personal representative(s), to assume all the risks and responsibilities surrounding my use of and access to the University's laboratories. I recognize that visiting laboratories may be dangerous and involve A RISK OF INJURY ranging from minor injury to serious injuries such as paralysis or event death. I am aware that such an injury can limit my future life activities, including future earning capacity. Because of the potential dangers and risks, I recognize the importance of following instructions provided and I agree to follow all directions. I hereby grant permission for the University to give or authorize emergency medical treatment, if necessary. I agree that I am responsible for any damages I may cause to University property. I understand and agree that the University assumes no responsibility for any injury or damage, which might arise out of or in connection with such authorized emergency medical treatment. In consideration of the University, providing me with the opportunity to visit University owned research laboratories, **I hereby assume all the associated risks and agree to hold the University, its trustees, officers, employees, agents, representatives, instructors, and volunteers and the State of Wyoming harmless from any and all liability, actions, causes of action, debts, claims, or demands of any kind and nature whatsoever which may arise by or in connection with my participation.** The terms hereof shall serve as a release and assumption of risk for myself, my heirs, estate, executor, administrator, assignees and for all members of my family.

9. Indemnification. I agree to defend, indemnify and hold harmless the University and its public employees from any and all claims related to my visit, but only in proportion to and to the extent that such claims result from or are caused by my own negligent or intentional acts or omissions.

I have carefully read this agreement before signing it. This agreement shall be governed by the laws of Wyoming any questions arising hereunder shall be construed according to such laws. This Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.

10. Sovereign Immunity/ Governmental Claims. I understand and agree that the University does not waive its sovereign immunity or its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement. Any actions or claims against the University under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

11. Interpretation. I agree that (i) the laws of Wyoming shall govern this Agreement; (ii) any questions arising hereunder shall be construed according to such laws; and (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.

Signed: _____ Date: _____

Name (print): _____

Date of Arrival:

Date of Departure:

EXHIBIT A

Facilities to be used and accessed by Visitor, including all laboratories:

Purpose and nature of Visitor's work while on visiting facilities located on University property:

Additional Information: