Laser Use at Subaru Telescope (NAOJ)

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

*Please complete if you are not a Subaru Telescope employee

Participant’s Name: __________________________________________________________

Waiver: In consideration of being permitted to participate in any way in laser use under Subaru Telescope (National Observatory of Japan, Hawaii) jurisdiction, hereinafter called "Activity", I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue The National Astronomical Observatory of Japan, the University of Hawaii, their affiliates, subsidiaries, officers, employee, contractors, subcontractor, agents, representatives and assigns (hereafter collectively referred to as “Releases”), from liability from any and all claims resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in Activity.

Date Signature of Participant

Assumption of Risks: Participation in Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as skin burns, shocks, and chemical irritation to 2) major injuries such as serious burns, blindness, chemical exposures, electrocutions to 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in Activity I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD the Releases HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement in Activity and to reimburse them for any such expenses incurred.

Rev. 06/2017  Submit form to lso@naoj.org
Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Hawaii and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Date Signature of Participant

Please sign and send to the Subaru Laser Safety Officer

- Eyewear: Laser safety eyewear is required in the presence of class 3B and 4 lasers. The eyewear must provide sufficient protection for the user.
- Skin protection: Skin protection is required if personnel are likely to be chronically exposed to scattered ultraviolet light (UV), such as during excimer laser applications, or acutely exposed to levels greater than the maximum permissible exposure (MPE) limit for skin.