

## UTILITIES DEPARTMENT EQUIPMENT USE PROCEDURE

The University of Notre Dame (UND) Utilities Department strives to maintain a safe, secure and productive environment for all its employees and the employees of those parties working for the University. To this end, in order to utilize University Equipment, all parties seeking to use any University equipment must follow the procedures set forth below.

1. A completed Equipment Use Permit for each firm, contractor, person or party must be filed with the Utilities Department in order to obtain permission to use any University Equipment. Each person that chooses to operate such equipment for a given contractor, firm or party must also sign a Waiver and Release Agreement.
2. I hereby confirm that my Employer has on file with the Notre Dame Department of Risk Management and Safety a current University of Notre Dame Standard Insurance Requirements and Indemnification Agreement for Outside Contractors.
3. Parties requesting permits must appear in person at the Utilities Department between 8:00 am and 5:00 pm, Monday thru Friday, to complete a Equipment Use Permit Form.
4. Failure to properly follow the Equipment Use Permit Procedure may result in damage to utilities, personal injuries (including death) and property damage. By using University Equipment, you knowingly and voluntarily assume all risk of injury, property damage and liability for any and all costs associated with any service interruption and restoration, as well as for any claims, demands, actions, causes of action, damage(s), expense, cost or judgment(s) arising out of personal injuries or property damage resulting from the equipment use on Notre Dame Property.
5. Under no circumstances can University Owned Equipment be transported or used outside of Notre Dame Property or be used for any purpose other than those related to the University.
6. An Equipment Use Permit Reference Number will be assigned and given to the requesting party for reference. Upon completion of use of a particular piece of equipment, the requesting party must return to the Utilities Department to close out the Equipment Use Permit. Failure to do so may result in a loss of equipment use privileges or disciplinary action.
7. A copy of the signed equipment use permit must be readily available upon request. If requested this permit must be presented to University personnel who request to review said permit.
8. University Equipment including, but not limited to the following is covered by this procedure:
 

- Fork Lift Truck	- Sewer Jetter
- Portable Emergency Generator(s)	- Trencher
- High Pressure Water Washer	- Welder
- Gas Operated Chop Saw	- Chain Saw
- All other Machine Tools or Portable Equipment	- Bucket Truck
9. All persons using University Equipment shall be responsible for their own safety and shall be solely responsible for anticipating, knowing and taking all necessary precautions relative to working with such equipment. All appropriate measures and safety practices must be followed, including, but not limited to any OSHA or manufacturer's procedures or practices.

**FIRM:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

I hereby acknowledge that as a requestor of Equipment Use Permits I have reviewed the University of Notre Dame Equipment Use Permit Procedure and fully understand and hereby agree to comply at all times with the above terms and conditions and all stated requirements written or communicated to me at any time by or on behalf of the University of Notre Dame du lac.

**EQUIPMENT USE  
WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT**

I, \_\_\_\_\_, individually, and on behalf of my heirs, successors, personal representatives and assigns, am a person of legal majority. The University has agreed to allow me to use certain equipment (“the Equipment”) belonging to the University of Notre Dame du Lac (the “University”). I understand and hereby acknowledge that I am not required to use the Equipment and that my use thereof is wholly voluntary. I hereby represent and warrant that I know how to use the Equipment, and that I possess the amount of knowledge and experience needed to use the Equipment safely without further training or orientation of any kind. In consideration of being allowed to use the Equipment, the receipt and sufficiency of which consideration is hereby acknowledged, I agree as follows:

1) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release, acquit and forever discharge the University, and its employees, agents, servants, officers, trustees and representatives (in their official and individual capacities) from any and all liability whatsoever for any and all damages, losses or injuries I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, damages, costs, expenses and/or attorneys fees, which arise out of, occur during or occur in connection with my use of the Equipment.

2) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the University, and its employees, agents, servants, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss or damage that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, judgments, costs or expenses, including attorneys fees, which result from, occur during, or arise out of my use of the Equipment.

3) I agree that this Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of Indiana, that it is intended to be as broad and inclusive as permitted by the laws of the State of Indiana, and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect.

4) In signing this Waiver and Release I hereby acknowledge and represent that I have read this entire document, that I understand its terms and provisions, that by signing it I am giving up substantial legal rights I might otherwise have, that it is a binding agreement, and that I have signed it knowingly and voluntarily.

Dated: \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
(Company Name)