

NON-Employee Use of University Owned Aerial Lifts, Elevating Work Platforms, Scaffolds and Ladders

The purpose of this protocol is to provide guidance to University Departments and employees regarding requests from contractors, consultants, other non-employees and volunteers, to utilize University owned aerial lifts, elevating work platforms, scaffolds and portable ladders. The complexity in writing such a protocol is related to the many varying applications that come into play related to any given situation. Therefore, it is understood that this is a guidance document, and when there is doubt as to what course of action is appropriate, Risk Management must be contacted for guidance. This protocol addresses aerial lifts/ elevating work platforms, scaffolds and portable ladders separately.

PORTABLE LADDERS

Contractors and consultants

Individuals (e.g. contractor representatives/ consultants) doing business with ISU are typically required to provide their own portable ladders. However, in a situation where a contractor representative/ consultant requires the use of a portable ladder on a one-time basis, with the sole purpose of inspection, assessment or other non-physical work activity, ISU employees may allow the contractor representative/consultant to utilize an ISU owned portable ladder. The contractor/ consultant will be responsible for appropriate inspection and use according to manufacturer requirements and compliance with the applicable OSHA and ANSI standards and ratings.

Volunteers

Individuals, who assist the university or its lab schools in student-related activities/functions, are permitted to utilize step ladders (less than 8 feet), in the performance of that function, as required, subsequent the signing of an *ISU Volunteer Agreement* (attached).

Others

In the case where an individual, who is not a volunteer or employee of a company doing business with ISU, requests to utilize an ISU ladder for activities not specified herein, he/ she must first complete and sign an *ISU Portable Ladder/Scaffold Use Waiver Form* (attached).

SCAFFOLDS

Contractors and Consultants are typically required to erect/utilize their own scaffolds. However, in a situation where a contractor/ consultant requests access to an ISU scaffold (in use by ISU) on a one-time basis with the sole purpose of inspection, assessment or other non-physical work activity, ISU may grant the contractor/ consultant authorization to utilize the ISU scaffold after the contractor/ consultant signs the attached *ISU Portable Ladder/Scaffold Use Waiver Form*.

In the case of a multiemployer worksite where ISU has completed work from a scaffold it has constructed, and a contractor/ consultant is required to perform work in the same overhead location(s), ISU may transfer responsibility for use of the scaffold after the contractor/ consultant signs the attached *ISU Portable Ladder/Scaffold Use Waiver Form*.

Volunteers and Visitors

ISU scaffolds may be utilized by volunteers and visitors on a one-time basis, contingent upon the following:

- No physical work is to be performed;
- No specialized fall protection is required per the scaffold tag. (If specialized fall protection is required, EHS/designee will be required to accompany volunteer/visitor during scaffold use to ensure fall protection requirements are met.)
- An ISU qualified person re-inspects the scaffold immediately before use by the volunteer/visitor, and confirms that it is structurally sound and meets all applicable OSHA requirements;
- The attached *Use of ISU Ladder/Scaffold Waiver Form* is signed by the volunteer/visitor.

AERIAL LIFTS/ ELEVATING WORK PLATFORMS

An ISU aerial lift shall not be provided for use by a contractor/consultant, other non-employees and also volunteers. However, in certain cases, a contractor/consultant may be authorized to ride in an ISU aerial lift with an ISU authorized lift operator, under the following conditions:

- The use of the lift is to be for a one-time use for visual inspection or assessment only.
- The attached *ISU Aerial Lift Waiver Form* is signed by the contractor representative/ consultant prior to accessing the lift.
- Proper fall protection and personal protective equipment is to be utilized by the contractor/ consultant.

Note: All waiver forms are available on the University Risk Management website. The original completed and signed forms must be forwarded to Risk Management.

Attachments:

Illinois State University Portable Ladder/Scaffold Use waiver form

Illinois State University Volunteer Agreement

Illinois State University Aerial Lift waiver form

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: I, _____, representative of _____, a _____, of _____, in consideration of being permitted to use Illinois State University's aerial lift for _____ on the campus of Illinois State University on or about _____. I certify I have inspected the aerial lift and find it safe for this purpose and agree to not operate the lift, but accompany as a passenger/observer, and abide by, and will abide by any safety rules related to the aerial lift, and **do hereby release, waive, discharge, and covenant not to sue** the Board of Trustees of Illinois State University, its officers, employees, agents and assigns from liability from any and all claims including those which result in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, using aerial lift to _____.

Signature Date

Assumption of Risks: Use of aerial lift 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 bruises, sprains, floor burns, and soreness to 2) major injuries such as pulled muscles, broken bones, fractures and potential serious injury associated with slips/falls when ascending/placing or removing equipment/descending from elevated working surfaces.

I certify that I have inspected the aerial lift prior to use and find it safe for use for this purpose, and will follow any and all directions related to the use of aerial lift.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in using aerial lift to _____. I hereby assert that my participation is voluntary and that I knowingly assume all such risks, including risks of personal injury to myself.

Indemnification and Hold Harmless: I also agree to indemnify and hold harmless the Board of Trustees of Illinois State University from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, brought as a result of using the University's aerial lift.

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.

Signature Date

Printed Name

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: I, _____, representative of _____, a _____, of _____, in consideration of being permitted to use Illinois State University's scaffolding/ladder for _____ on the campus of Illinois State University on or about _____. I certify I have inspected the scaffolding/ladder and find it safe for this purpose and agree to abide by, and will abide by any and all applicable safety rules and regulations related to the use of scaffolding/ladder, and **do hereby release, waive, discharge, and covenant not to sue** the Board of Trustees of Illinois State University, its officers, employees, agents and assigns from liability from any and all claims including those which result in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, using scaffolding/ladder to _____.

Signature

Date

Assumption of Risks: Use of scaffolding/ladder 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 bruises, sprains, floor burns, and soreness to 2) major injuries such as pulled muscles, broken bones, fractures and potential serious injury associated with slips/falls when ascending/placing or removing equipment/descending from elevated working surfaces.

I certify that I have inspected the scaffolding/ladder prior to use and find it safe for use for this purpose, and will follow any and all directions related to the use of scaffolding/ladder.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in using scaffolding/ladder to _____. I hereby assert that my participation is voluntary and that I knowingly assume all such risks, including risks of personal injury to myself.

Indemnification and Hold Harmless: I also agree to indemnify and hold harmless the Board of Trustees of Illinois State University from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, brought as a result of using the University's scaffolding/ladder.

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.

Signature

Date

Printed Name

ADULT VOLUNTEER
AND
PERSONAL ASSUMPTION OF RISK AGREEMENT

The University relies on the goodwill and support of its volunteer service providers in a variety of areas. The following recites the terms and conditions of my voluntary service:

As an adult who intends to volunteer for participation in the following activity at Illinois State University: _____

(“Project”) as assigned by authorized representatives of Illinois State University, I understand and accept that participation in the Project *requires* (1) my attentive personal responsibility, and (2) my personal assumption of risks of bodily injury and other losses.

In the event of an injury during or related to this Project sponsored and conducted by Illinois State University, I, _____ (please print name), understand and accept the general and specific personal risks of bodily injury or other loss involved with this Project. In consideration of Illinois State University’s permitting me to participate in this Project, I agree *subject only to limitations of acts of gross negligence* by the University, that neither I, nor my agent, family, heirs or personal representative will hold the State of Illinois, the Board of Trustees of Illinois State University, its Trustees or any of its employees or agents, legally or financially responsible for any injury, losses, damages or expenses incurred from any injury I may experience that may be directly or indirectly attributed to the above-named Project. I make these releases specifically acknowledging that I do not have my own personal health insurance for personal injuries or sickness. I understand and agree that I will be solely responsible for any costs or expenses incurred by me for personal injury or sickness or any health-related issues which may result or arise from my participation in this Project.

I agree to read and abide with any Safety Rules applicable to my participation in this Project provided to me by the University. I attest and certify that I am over 18 years of age, and to the best of my knowledge and belief that I am physically fit to participate in the Project. Based on these representations on which all representatives of Illinois State University may rely without qualification, I request permission to participate in the above-named University Project.

I understand my duties will be subject to the same standards of oversight and performance that are applicable to regular employees. Accordingly, access to college facilities and resources may be provided and coordinated by department and college administrators. It is understood my volunteer services under this Agreement will also be considered covered under the State Employee Indemnification Act, though not by the State’s workers compensation program. My signature below confirms my acceptance of these terms and conditions, and my agreement to provide this service on a volunteer basis.

Offered by:

Authorized Administrator
Illinois State University

Date

Accepted by:

Volunteer Participant’s Signature

Date