

## Voluntary Use of Respirator Fact Sheet & Waiver Form

Respirators are an effective method of protection against designated hazards when properly selected and worn. Respirator use is encouraged, even when exposures are below the exposure limit, to provide an additional level of comfort and protection for workers. However, if a respirator is used improperly or not kept clean, the respirator itself can become a hazard to the worker. Sometimes, workers may wear respirators to avoid exposures to hazards, even if the amount of hazardous substance does not exceed the limits set by OSHA standards. If your employer provides respirators for your voluntary use, or if you provide your own respirator, you need to take certain precautions to be sure that the respirator itself does not present a hazard.

You should do the following:

1. Read and heed all instructions provided by the manufacturer on use, maintenance, cleaning and care, and warnings regarding the respirator limitations.
2. Choose respirators certified for use to protect against the contaminant of concern. NIOSH, the National Institute for Occupational Safety and Health of the U.S. Department of Health and Human Services, certifies respirators. A label or statement of certification should appear on the respirator or respirator packaging. It will tell you what the respirator is designed for and how much it will protect you.
3. Do not wear your respirator into atmospheres containing contaminants for which your respirator is not designed to protect against. For example, a respirator designed to filter dust particles will not protect you against gases, vapors, or very small solid particles of fumes or smoke.
4. Keep track of your respirator so that you do not mistakenly use a respirator that belongs to someone else.

### Policies and Procedures

- I. I understand I am using respiratory protection strictly on a voluntary basis.
- II. I understand the use of negative pressure respirators can pose certain hazards if not used in accordance with the manufacturer's instructions.
- III. I acknowledge that Towson University has a Written Respiratory Protection Program (WRP).
- IV. I further acknowledge I may obtain a copy of the WRP from the Department of Environmental Health and Safety or view this program on the Department's website.

- V. I acknowledge that I received a copy of the manufacturer’s instructions on the use and limitations of the respirator for which I received.
- VI. I also acknowledge receiving a copy of Appendices D of the OSHA standard for respiratory protection 29 CFR 1910.134. I understand I have the opportunity to discuss any of these items with EHS.
- VII. I agree to follow the manufacturer’s instructions and abide by TU policies for the use of respirators.
- VIII. **I understand and expressly assume all the risks and dangers of voluntarily using a respirator, and I hereby release, waive, discharge, and covenant not to sue Towson University, the University System of Maryland, the State of Maryland, and their officers, agents, servants, and employees (collectively, the “Releasees”) from all liability, claims, demands, actions, or causes of action whatsoever arising out of any damages, loss, or injury to me or to my property because of my use of the respirator given to me by Towson University. I also hereby release, waive, discharge and covenant not to sue the Releasees from any claims whatsoever on account of any first aid, treatment, or service rendered to me during my participation in the above activity. I hereby agree to indemnify and hold harmless the Releasees from any loss, liability, damage, or costs, including court costs and attorneys’ fees, that they may incur due to my use of the respirator given to me by Towson University.**
- IX. I agree, for myself and my successors, that the above representations and agreements are contractually binding, and are not mere recitals. I agree that my failure or refusal to sign such agreements or releases shall in no way affect the validity of this Agreement, nor revoke or cancel any of the terms of this Agreement. I or any of my successors shall be liable for the expenses (including legal fees) incurred by the party or parties in defending against such claim or suit. This Agreement shall not be modified orally.

**I have carefully read this form and fully understand its contents. I am aware that this is a release of liability, a waiver of claims, an agreement not to sue, an indemnity, and a contract between myself and Towson University and for the benefit of others described herein, I sign it of my own free will.**

<b>Employee Name (Print)</b>	<b>Respirator Model #</b>
<b>Employee Signature</b>	<b>Date</b>

Note: A signed copy must be submitted to the Department of Environmental Health and Safety (EHS).