



WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

User's name: _____ (“LESSEE”)

Waiver: In consideration of being permitted to use/rent University property, we, for ourselves, our business entity, our heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** The University System of Georgia (**Savannah State University**), its officers, employees, and agents from liability **from any and all claims including the negligence of The University System of Georgia (Savannah State University), its officers, employees and agents**, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, use/rental of University property, except as otherwise provided in Event Services Policies and Procedures. I further acknowledge that no promises have been given nor provision guaranteed beyond the terms of our lease/use agreement.

LESSEE: Print Name

LESSEE: Signature

Date

Assumption of Risks: Use of the Facility/Premises, 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 scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death and 4) Thefts and criminal intrusions.

LESSEE has read the previous paragraphs and knows, understand, and appreciate these and other risks that are inherent in The Use. I hereby **assert that we knowingly assume all such risks**.

Indemnification and Hold Harmless: LESSEE shall indemnify, defend and hold harmless The University System of Georgia (**Savannah State University**) (“LESSOR”), its officers, directors, agents, employees, successors and assigns from and against any and all actions, causes of action, claims, liabilities, losses, damages, cost and expenses, including reasonable attorney's fees, for loss or destruction of or damage to any tangible property or for bodily injury, sickness, disease or death sustained by any person, if such damage, destruction, injury, sickness, disease or death arose out of or was connected with **LESSEE's** use of the Leased Premises, but only if and to the extent and proportion that the negligence of **LESSEE** or its employees or agents caused or contributed to such injury or damage, whether or not such damage destruction, injury, sickness, disease or death was caused in part by the negligence of **LESSOR**.

Severability: LESSEE further expressly agrees that if any portion of the forgoing provisions are held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: LESSEE has read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that it is giving up substantial rights, including certain rights to sue**. **LESSEE** acknowledges that it is signing the agreement freely and voluntarily.

LESSEE: Print Name

LESSEE: Signature

Date