

WORCESTER POLYTECHNIC INSTITUTE
USE OF FACILITIES
WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Waiver: In consideration of permission to use the facilities, staff, equipment, and services of Worcester Polytechnic Institute's Higgins lab, Olin Hall, and Salisbury labs (the "campus"), staff, and services, in addition to the payment of any fee or charge, I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** Worcester Polytechnic Institute and any and all of its trustees, directors, officers, employees, and agents (together, "WPI") **from any and all claims including the negligence of WPI** resulting in personal injury, accidents or illnesses (including death), and damage to property arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment at the Merit Badge University (the "MBU").

Assumption of Risk: This use of WPI's property, facilities, staff, equipment, and/or services carries with it certain inherent dangers and risks that cannot be eliminated regardless of the care taken to avoid injuries, accidents or illnesses (including death), and damage to property.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by WPI at the MBU. **I hereby assert that my participation is voluntary and that I knowingly assume all such risks. I also affirm** that I have **adequate medical or health insurance** to cover any medical assistance I may require and that I am in good health and have no physical or other impediment which would endanger me while using the campus.

Indemnification and Hold Harmless: I further agree to **indemnify and hold WPI harmless** from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees brought as a result of my use of the campus, and to reimburse them for any such expenses incurred.

Severability and Choice of Law: The undersigned further expressly agrees that the foregoing agreement is intended to be as broad and inclusive as is permitted by Massachusetts law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I further agree that this Release shall be governed for all purposes by Massachusetts law, without regard to such law on choice of law.

Acknowledgment and 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 this agreement freely and voluntarily, and **intend my signature to be a complete and unconditional release of all liability.**

Signature of User

Date

Print Name

Parental/Guardian Consent: (To be completed and signed by parent/guardian for User under 18 years of age). I certify that I am the parent or legal guardian of the above User and that I am entitled to his or her custody and control and I do hereby give permission for the Child to use the campus. I hereby execute the above Agreement on his/her behalf.

Signature of Parent/Guardian of Minor Date
User's Age _____

Print Name