Waiver and Release

In consideration of the Kennesaw State University providing certain chemicals and/or equipment detailed below for use in educational activities, the undersigned acknowledges the potential risks associated with handling the chemicals and/or equipment used in the educational activities, and freely assumes all risks incidental to handling such chemicals and/or equipment.

The undersigned agrees that Kennesaw State University and/or its representatives or agents assume no liability in the event of accident or illness, nor for damage or injury to person or property arising from the undersigned use of the materials provided by Kennesaw State University. The undersigned voluntarily agrees to assume the full risk of any and all injuries, damages or loss, regardless of severity, that may be sustained as a result of the materials provided. The undersigned voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify the Kennesaw State University and its agents, officers and employees from any and all claims, actions or losses for negligence, property damage, bodily injury, wrongful death, loss of services, or otherwise, which may arise out of use of equipment or materials belonging to or services rendered by the Kennesaw State University and its officers, agents and employees.

By signing below, the undersigned attests that he/she has been trained regarding the appropriate transport of the materials, and assumes full responsibility for any resulting fines, fees and damages related to the material once the undersigned assumes possession of the material from Kennesaw State University. This Waiver and Release Form is governed by the laws of the State of Georgia, and any legal action related to or arising out of this Waiver and Release Form shall be commenced exclusively in the Superior Court in and for Cobb County, Georgia.

I certify I am eighteen (18) years of age or older and that I sign of my own free will and accord, voluntarily and without duress, and that I do so intending to bind myself, my executor, my heirs, and administrators or assigns to the fullest extent.

I HAVE READ, UNDERSTOOD AND ACCEPT THE CONDITIONS OF THIS LIABILITY RELEASE, INDEMNITY, AND PROMISE NOT TO SU.

_______________________________________
Educational Organization

Printed Name                Signature                Date

List of Materials Provided: