

**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT  
FOR ACCESS TO AND USE OF  
THE CCEC FABRICATION FACILITY**

***NOTICE: Read this document carefully before signing. It is a waiver of rights and an acknowledgement of your understanding of the rules and regulations for use of the CCEC Fabrication Facility. It is a legally binding document.***

1. In consideration for receiving services, material and permission to use the CCEC Fabrication Facility, related contents, and equipment, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, The University of North Florida, The State of Florida, their officers, agents, servants, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such use, or while in, on or upon the premises where the facility use is occurring.
2. I am fully aware of the unusual risks involved and hazards connected with any kind of use of the CCEC Fabrication Facility, especially the operation of machine tools and related metalworking activity, and I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, which may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
4. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO USE SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida.
5. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement and the attached Rules of Use for the CCEC Fabrication Facility, understand both and sign this release voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement and Rules of Use, have been made; I am at least eighteen (18) years of age and fully competent..

Participant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_