

Department of Mechanical Engineering

ASSUMPTION OF RISK, RELEASE, AND INDEMNITY AGREEMENT

Class: ______, Semesters: _____

I am fully aware and acknowledge that there are inherent dangers and risks involved in the Class/Activity which include, but are not limited to: supervised and unsupervised use of tools, instruments and machinery in labs and workshops; design, fabrication and testing of prototype vehicles on and off-campus, on and off-road racing, travel to and from competition and events.
I understand that the University of Hawaii does not provide health insurance or otherwise indemnify individuals with respect to injuries or other liabilities arising out of participation in the Class/Activity.
I have received, read and understand any and all written materials and safety guidelines setting forth the requirements for my participation in the Class/Activity and I agree to strictly observe them.
In consideration of being permitted to participate and in full recognition of the inherent dangers and hazards in this Class/Activity and during transportation to and from off-campus locations, I voluntarily assume full responsibility for any loss, property damage or personal injury or illness, including death, that may be sustained as a result of my participation. I, for myself, my heirs, personal representatives or assigns, hereby RELEASE, WAIVE, DISCHARGE and COVENANT NOT SUE the University of Hawaii, its Board of Regents, officers, employees and agents (collectively referred to hereinafter as "the University") from any and all claims resulting in property damage or personal injury or illness or death arising from my participation in the Class/Activity or growing out of or caused by my acts or omissions during my participation in the Class/Activity.
I also agree to DEFEND, INDEMNIFY AND HOLD HARMLESS the University from and against any and all claims, demands and actions or causes of action, on account of financial loss, damage to personal property, or personal injury, illness or death which may result from my participation is the Class/Activity.
I have read the Assumption of Risk, Release, and Indemnity Agreement and understand that I am giving up substantial rights, including the right to sue. I acknowledge that I am signing the agreement freely and voluntarily.
I agree that if any portion is held invalid, the remainder will continue in full legal force and effect.
Signature (Co-signature of parent or guardian required if under 18 years of age.) Date
Print Name