

North Carolina Agricultural and Technical State University
Small Farmer Plasticulture Equipment Rental / Cash Back Program

Waiver of Liability, Assumption of Risk and Indemnity Agreement

Waiver: In consideration of participating in any way in the [ACTIVITY: Plasticulture Equipment Rental / Cash Back Program](#) hereinafter called "Activity", I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** North Carolina Agriculture Technical State University (NC A&T State University), it's officers, employees, and agents from liability **from any and all claims** resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the Activity.

Assumption of Risks: Participation in Activity 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 risk range from 1) minor injuries such as scratches bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

Indemnification and Hold Harmless: I also agree to IDEMNIFY AND HOLD NC A&T State University HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in Activity and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive is permitted by the law of the state of North Carolina and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of 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 have read the previous paragraphs and I know, understand and appreciate these and other risks that are inherent in the said Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

The equipment should be operated by ADULTS only.

I have read this document, understand it, and agree to abide by the rules set forth.

a. Loan Period:

Start Date _____

Return Date _____

Participant (Please print) _____

Participant Signature _____

County Center _____