

EXPRESS ASSUMPTION OF RISK ASSOCIATED WITH THE PURCHASE OF STUDENT MANUFACTURED PRODUCTS AND STUDENT SERVICES

I, _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the purchase of student manufactured products and services conducted by or with the help of students. I understand that these products and services are being made available to me AS IS WITHOUT ANY WARRANTY WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. I HAVE FULLY INSPECTED THIS PRODUCT OR SERVICE AND AGREE THAT ANY AND ALL DEFECTS OR HAZARDS ARE MY RESPONSIBILITY. SUCH DEFECTS IN WORKMANSHIP OR MATERIALS MAY CREATE RISKS OR CONDITIONS WHICH COULD RESULT IN PROPERTY DAMAGE AND/OR BODILY INJURY (UP TO AND INCLUDING DEATH) TO MYSELF OR OTHERS.

In consideration of being allowed to purchase the item(s) or service(s) listed below in the amount of \$_____, the following is being made available to me: _____

By entering into this agreement, I am not relying upon any oral or written representation or statements made by any employee, representative, volunteer, agent, director, officer or student of the Kenai Peninsula Borough and School District.

To the maximum extent allowed by law, I fully agree to indemnify, defend and hold harmless the Kenai Peninsula Borough and School District, its employees, representatives, volunteers, agents, directors, officers and students from all liability and responsibility, whatsoever, for any claim or cause of action that I, my estate, heirs, executors or assigns may have for damages to property, whether tangible or intangible, including without limitation for personal injury, property damage or wrongful death, arising from the purchase, provision or use of the above student related services or student manufactured products or products manufactured with the help of students.

I hereby declare that I am of legal age and am competent to sign this agreement. In the event a parent or guardian signs on behalf of the minor, the signor hereby agrees to defend, indemnify, and hold harmless the Kenai Peninsula Borough School District from any claims of the minor arising from this transaction.

I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, I AGREE TO BE BOUND BY IT.

PRINTED NAME

SIGNATURE

DATE