

WAIVER AND RELEASE OF LIABILITY
VENDOR EQUIPMENT LOAN

Vendor, _____, an Ohio corporation for profit or business registered and licensed to do business in the State of Ohio with offices located at _____, ("Vendor"), has been engaged by Bowling Green State University, a state assisted institution of higher education established and existing under the laws of the State of Ohio ("University"), to perform construction, installation, repair or maintenance work on the University campus. Vendor has determined that it is necessary to borrow certain specialized equipment from the University to complete the work for which it has been engaged since Vendor does not have such equipment immediately available to it to perform the tasks and duties for which it has been engaged. Therefore, in consideration of the loan of University specialized equipment to Vendor which includes, but is not limited to, lifts of all types, designs, and sizes, forklifts of all types, designs and models, and other types of heavy machinery and equipment to complete such tasks and duties, Vendor freely and voluntarily waives its rights and releases the State of Ohio, Bowling Green State University, its Board of Trustees, its officers, faculty, staff, employees, students and agents, from all claims of injury, causes of action, complaints, responsibility, negligence, malfeasance, misfeasance, intentional actions, omissions, workers' compensation claims, liability and damages arising from Vendor's use of such specialized equipment. Vendor also agrees to indemnify the State of Ohio, Bowling Green State University, its Board of Trustees, its officers, faculty, staff, employees, students and agents, ("Indemnified Parties"), for any award, judgment, settlement, finding of liability, workers' compensation claim, or assessment of damages, including court costs, attorneys' fees and/or fines or penalties, that University or other Indemnified Parties, may incur arising from any loan of such specialized equipment by University to Vendor.

Vendor further agrees to the following:

1. Vendor acknowledges in taking possession of University equipment that the Vendor and/or its employee or agent taking possession understands how the equipment operates, has previously received appropriate safety training on the proper use of such equipment, is qualified or certified to operate such equipment, and agrees not to use the equipment for any use, purpose or manner other than that for which the equipment is designed;
2. Vendor and/or its employee or agent taking possession of University equipment understands and agrees that using such equipment has certain inherent risks that can and do result in injury that can be serious, life limiting, and life threatening to the point of death;
3. University does not warrant the condition of such equipment;
4. Vendor acknowledges that University equipment is received in "as is" condition;
5. Vendor shall be responsible to University for any damage or loss of the equipment and shall pay to the University the full costs of repairing or replacing any damaged or lost equipment; and
6. Upon possession of University's equipment Vendor shall not allow any use or possession of the equipment by any unauthorized person or entity.

Vendor acknowledges that it has read this Waiver and Release of Liability by Vendor for Equipment Loan by Bowling Green State University and indemnity agreement, that it fully understands the terms and conditions thereof, and that it is willfully, knowingly and voluntarily waiving its rights, releasing the University and Indemnified Parties from all claims arising therefrom.

VENDOR AUTHORIZED EMPLOYEE OR AGENT

Signature

Printed Name

Date

BGSU CONTRACTING DEPARTMENT

Waiver is valid for one year from date signed

Department

Printed Contact Name

Date