MISSISSIPPI STATE UNIVERSITY™
CENTER FOR ENTREPRENEURSHIP & OUTREACH

WAIVER AND RELEASE

This is a release of legal rights; please read and understand before signing!

I, _____, acknowledge I and/or my designee will be participating in activities including but not limited to the operation of various woodworking, electronics, and digital prototyping ("Activity") sponsored by The Idea Shop, a unit of the Center for Entrepreneurship and Outreach of Mississippi State University ("MSU").

I am voluntarily seeking to take part in this Activity, and I understand that there may be risks involved, both anticipated and unanticipated. I am aware that the events involved in the Activity may include, but are not limited to, list any specific risks – example, exposure to chemicals, contact with animals, etc. As a condition of my participation in this Activity, I assume full responsibility for any risk of loss or damage to property or any personal injury, even death, which may be sustained by me while participating voluntarily in this Activity, or while I am on the premises where the Activity is conducted, or while I am traveling to and from this Activity. All my questions about this Waiver and this Activity have been answered to my satisfaction and I freely and knowingly elect to participate in this Activity.

I waive, release, and discharge MSU and its employees, assigns, agents, and affiliated entities, along with the Board of Trustees of State Institutions of Higher Learning for Mississippi (hereinafter "Releasees"). I agree and covenant that I will not sue any of the Releasees for any liability related to my participation in this Activity, whether caused by negligence, a breach of an express or implied contract, or otherwise. I further agree to indemnify and hold harmless the Releasees from any loss, liability, damages or costs, including but not limited to court costs and attorney's fees, which may result from my participation in this Activity and any injuries or loss which may occur.

I acknowledge that the Releasees, as public entities or employees, do not carry liability insurance for this Activity and that in order to allow this Activity and others like it, it is essential that the Releasees not be subject to liability or such Activities sponsored by the Releasees may not be feasible in future public educational programs offered by the Releasees.

It is my express intent that this agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative if I am not alive, and this Agreement shall be deemed as a release, waiver, discharge, and covenant not to sue the above Releasees. I hereby further agree that this Agreement shall be construed in accordance with the laws of the State of Mississippi.

In signing this release, I acknowledge and represent that I am over the age of 18, that I have read and understood the foregoing Agreement, and that I sign it voluntarily of my own free will. No oral or written representations or statements of inducements, apart from the foregoing written Agreement, have been made. I execute this waiver and release for full, adequate, and complete consideration, fully intending to be bound by its terms.

_____

Signature of Participant and Date

_____

Printed Name of Participant