



## **AGREEMENT FOR USE OF UNIVERSITY OF ALASKA EQUIPMENT OR VEHICLE(S)**

The \_\_\_\_\_ (Borrower) chooses to borrow certain equipment or vehicle(s) (specify equipment or vehicle(s) & attach additional sheets, if necessary):

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from the University of Alaska (University), with knowledge that similar equipment or vehicle(s) could be borrowed, rented, or purchased from other sources without signing this AGREEMENT.

The period of use is from \_\_\_\_\_ to \_\_\_\_\_.

**Assumption of Risk:** Borrower recognizes and appreciates that there are known and unknown risks, dangers and hazards that could injure or kill participants while using such equipment or vehicle(s) or cause loss or damage to borrower's physical or intellectual property. Borrower recognizes and appreciates that such risks may include product defects and/or the negligence or recklessness of the University, defective equipment which may break, be improperly adjusted, or be ill suited to the abilities or physical size or condition of participants; and faulty warnings or directions from University personnel. Borrower also encounter as part of or during the use of such equipment or vehicle(s).

### **Insurance:**

#### Commercial General Liability Insurance

Borrower may be required to obtain and furnish to the University, at least five days prior to the time of equipment use, a certificate showing that Commercial General Liability (CGL) insurance is in effect. The University may refuse to allow the use of University equipment during any period when such insurance is not in force.

CGL insurance, with a per occurrence limit of not less than \$1,000,000, is:

Required      Waived by (University official name): \_\_\_\_\_

The University of Alaska shall be included as an additional insured under the CGL and under the commercial umbrella, if any. The Borrower's insurance company will waive all rights of subrogation against the University and evidence such waiver with an endorsement copied to the University.

#### Business or Personal Auto Insurance

Borrower is required to obtain and furnish to the University, at least five days prior to the time of vehicle use, a certificate showing that auto liability insurance is in effect for:

\$500,000      \$1,000,000 each accident      (University to indicate required coverage limit)

Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in CA 00 01 07 97. Borrower waives all rights against the University, its Board of Regents, officers, and employees for recovery of damages, to the extent these damages are covered by the auto or commercial umbrella liability insurance obtained by Borrower pursuant to this Agreement.

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**Indemnification:** Borrower agrees to conduct activities with the University equipment or vehicle(s) so as not to endanger any person or property. Borrower further agrees to indemnify, defend, and save harmless the University of Alaska against any and all claims of Borrower, Borrower's employees, or any subcontractor, patrons, or other users arising out of activities conducted by Borrower or its agents, patrons, or other users, or by reason of use of equipment or vehicle(s) by Borrower, except for claims for loss or injury intentionally caused by the University. This indemnification includes injury to or destruction of physical or intellectual property of Borrower, et al, (which, for all purposes shall include electronic data) including loss of use if the loss of use results from the injury or destruction of the property, loss of use of or diminished value of property that has not been physically injured or destroyed, and consequential damage resulting from any actual or threatened injury or destruction of physical or intellectual property.

**Repair or Replacement:** If the equipment or vehicle(s) or any portion of the equipment or vehicle(s) used during the term of the agreement shall be damaged by act, default, or negligence of Borrower, or by Borrower's agents, employees, patrons, guests, or any other persons, excepting loss by negligent acts of the University, its agents or employees, Borrower will pay to the University upon demand such sum as shall be necessary to restore said equipment or vehicle(s) to its previous condition. Borrower hereby assumes full responsibility for the character, acts, and conduct for all persons acting for or on behalf of Borrower. In the event of any such