



Neil Armstrong Hall of Engineering Room 1200 ■ 701 West Stadium Avenue ■ West Lafayette, IN 47907-2045
(765) 496-1068 ■ Fax: (765) 494-0052 ■ epics@purdue.edu ■ <http://www.purdue.edu/epics>

Waiver, Release And Hold Harmless Agreement

This Waiver, Release and Hold Harmless Agreement ("Release") is made on this ___ day of _____, 20__ by _____ ("Recipient").

WHEREAS, Purdue University ("Purdue") participates in Engineering Projects In Community Service ("EPICS"), a program under which Purdue faculty members and students provide certain types of services at no charge to and for the benefit of not-for-profit organizations such as Recipient to solve engineering-related problems faced by such organizations; and

WHEREAS, in consideration of the willingness of Purdue and its faculty and students to provide such services at no charge, Recipient is willing to execute this Waiver, Release and Hold Harmless Agreement;

NOW THEREFORE, Recipient, on behalf of itself and its heirs, assigns and all other persons or entities claiming by, under or through Recipient, represents, covenants and agrees as follows:

1. Recipient acknowledges that in the course of providing services under the EPICS program, Purdue or its faculty members, students, employees, officers, agents or representatives might cause injuries, death, property damage or other harm to Recipient or to third parties. Recipient accepts and voluntarily incurs all risks of any such injuries, damages, or harm which arise during or result from any activities of or services provided by Purdue or its faculty members, students, employees, officers, agents or representatives, except only to the extent caused by the negligence or other fault of Purdue, The Trustees of Purdue University, and/or its or their departments, affiliates, faculty members, students, employees, officers, agents, representatives or insurers ("Released Parties").

2. Recipient waives, releases and forever discharges all claims against any of the Released Parties for any injuries, damages, losses or claims, whether known and unknown, which arise during or result from any activity of or services provided by any of the Released Parties under or in connection with the EPICS program, including but not limited to any such injury, damage, loss, or claim arising from any engineering services or any other services provided as part of the EPICS program, except only to the extent caused by the negligence or other fault of any of the Released Parties.

3. Recipient agrees to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that (i) Recipient, (ii) anyone claiming by, under or through Recipient, or (iii) any third party, may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from the participation by, or services supplied by, any of the Released Parties in the EPICS program, except only to the extent caused by the negligence or other fault of any of the Released Parties.

4. Recipient acknowledges having carefully read and reviewed this Waiver, Release And Hold Harmless Agreement, and Recipient represents that it fully understands and voluntarily executes the same.

EXECUTED this _____ day of _____, 20____.

Name of Organization

By: _____ (signature)

_____ (printed/typed)

Title: _____