



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):

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.

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

Page 2

Indemnification: Borrower agrees to conduct activities with the University equipment or vehicle(s) so as not