

LOANED RESOURCES AGREEMENT FORM



To borrow any **Teens/U in the Driver Seat** resources, you (“Party”) must agree to the conditions outlined below.

Loan Period: This Agreement commences on the Effective Date and terminates when the Resource(s) is received by Teens/U in the Driver Seat. Either Party may terminate this Agreement prior to borrowing the above Resource(s) with advance written notice to the other.

I AGREE:

- The Texas A&M Transportation Institute (“TTI”), The Texas A&M University System and its Board of Regents, and their members, officers, agents, volunteers, and employees (“Releasees” or “Indemnitees”) are not responsible for any claims, demands, injuries (including death), property damage to vehicles or buildings, or damages, including court costs and attorneys’ fees and expenses that may occur due to the use or improper use of the resource(s) selected from the list above (“Resource(s)”), injuries that may occur while transporting the Resource(s), and including injuries resulting from the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of Releasees.
- That I am aware that there are inherent risks to me and others involved with the use of the Resource(s) and that the virtual reality experience equipment (VR) and other similar equipment may have certain risks, including but not limited to the risk of injury resulting from possible malfunction of the equipment, and possible nausea, dizziness, seizures, disorientation, and other negative reactions to VR or the equipment. I acknowledge that since VR is a new technology, there may also be unknown and nonobvious risks. I choose to voluntarily utilize and allow users to participate in the use of the Resource(s) with full knowledge that the Resource(s) may be hazardous to me and my property, users, and to the person and property of others. I acknowledge there may be physically strenuous activities. I agree to indemnify Indemnitees from all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorneys’ fees and expenses, which may occur to me, other participants, and third-persons as a result of my use of the Resource(s) and/or any and all participation of others in the use of the Resource(s), including injuries resulting from the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of Indemnitees.
- That I understand that Releasees do not maintain insurance covering any circumstance arising from my use of the Resource(s) or any and all participation of others in the use of the Resource(s), or any event related to that use or participation. As such, I am aware that I should review my personal, business or other applicable insurance coverage. TTI seeks a waiver of claims as additional consideration for the right to use the Resource(s) and to participate accordingly so TTI, an agency of the State of Texas, can (a) provide the Resource(s) at the lowest possible cost to participants; and (b) provide access to a greater number of participants by expending limited resources on program materials rather than on liability insurance.
- To use the Resource(s) for educational purposes only and to monitor student use of the Resource(s) to always ensure responsible and safe use.

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- To only use the Resource(s) for the event outlined on this form. I will not use it for any other purpose unless written permission from TTI is attained or upon the completion of another form.
- To take care of the above marked borrowed Resource(s) while in my possession. I understand that I may be held financially responsible if it is lost, stolen, or damaged.
- To return the above marked Resource(s) loaned to me within five business days after the event outlined below and to return the above marked Resource(s) in working condition and without damage.

I acknowledge that failure to comply with any of these conditions will result in the loss of my borrowing privileges and it will be noted in my school's file.