

AGREEMENT AND RELEASE OF LIABILITY MIDWESTERN UNIVERSITY CAMPUS/PARKING GARAGE

THIS AGREEMENT AND RELEASE OF LIABILITY (the "Release") is executed

_____ whose address is _____

1. I am a student/faculty/staff at Midwestern University and desire to leave my vehicle
at the Midwestern University campus or in the campus parking garage from
_____, 200__ to _____, 200__.
2. I agree that any damage or loss that may occur to my vehicle or its contents while in the parking garage is my sole responsibility. I further understand and agree that the University cannot and does not assume responsibility for any such property damage to my vehicle, theft of the vehicle, or any part of the vehicle, or loss of personal articles from the vehicle.
3. I release and discharge the University, its trustees, officers, agents, employees, and any students acting as employees (Releasees) from any and all liability for any injury, damage claim, demand, action, cost, and expense of any nature that I may at any time have or incur, arising out of or in any manner related to parking my vehicle in the campus garage during the above noted period.
4. I agree to indemnify, defend, and hold the Releasees harmless from any liability, claim, action, debts, damage, loss, cost, and expense of every kind or nature asserted by any party against any Releasees or incurred by any Releasee and arising directly or indirectly from or in connection with the parking of my vehicle in the campus parking garage.
5. I agree to leave with Midwestern University a key to the ignition and door in the the event my vehicle must be moved. I agree that Midwestern University may, if necessary, move my vehicle to another location on the campus.
6. I further agree that if I do not claim my vehicle by the date specified in this release, Midwestern University may move my vehicle to another location on campus or have it moved to an off-campus location. I further agree that should I not claim my vehicle by the date specified, I shall be responsible for any costs associated with moving my vehicle.
7. I represent to the University that
 - i. I have read this Release and fully understand its contents and the effect of its terms and provisions,
 - ii. I sign the Release as my own free act and deed,

- iii. With respect to the matters set forth in this Release, no oral representations, statements, or inducements other than those expressly contained herein have been made to me by any of the Releasees, and
 - iv. I am over eighteen (18) years of age and fully competent to sign this Release and
 - v. I execute this release for complete and adequate consideration, fully intending to be bound by the same.
8. I agree that this Release shall be constructed in accordance with the laws of the State of Illinois.
9. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release, then I agree that the validity of all remaining terms and provisions shall not be affected thereby.

IN WITNESS WHEREOF, I have executed this Agreement and Release of Liability

this _____ day of _____

Student/Faculty/Staff

WITNESS:

Student/Faculty/Staff Signature

Witness Signature

Printed Name

Printed Name

Address

Telephone Number

Make/Model/Year/License Plate Number