



OKLAHOMA STATE UNIVERSITY

CENTER FOR HEALTH SCIENCES

1117 W. 17th Street, Tulsa, OK 74107

Dispatch: 918-625-8592 Email: chs.security@okstate.edu

Vehicle Assist Liability Release



This Agreement and Release of Liability (the "Release") is executed by _____.

Owner Name

1. **REQUEST FOR ASSISTANCE:** I have requested from University staff, employees, students, or visitor's assistance with my automobile or other motorized vehicle.
2. **WAIVER OF UNIVERSITY LIABILITY FOR DANGERS AND RISKS:** I understand that there may be certain dangers, hazards, and risks inherent in jump-starting and/or changing a tire or otherwise receiving assistance in starting or changing a tire on an automobile or other motorized vehicle, which can cause personal injury, death, and/or property damage. I further understand that the Oklahoma State University Center for Health Sciences cannot, and does not, assume responsibility for such personal injury, death or property damage.
3. **ASSUMPTION OF RISKS:** Notwithstanding the dangers, hazards, and risks involved as described above, and in consideration of receipt of assistance with my automobile or motorized vehicle:
 - A. I agree to assume all potential risks as described above in connection therewith.
 - B. I release and forever discharge the University, its trustees, officers, agents, employees, and anyone acting as agents or employees (hereafter collectively called the "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 any loss, damage, or personal injury that may be sustained by me or by any property belonging to me.
4. **DISCLAIMER OF UNIVERSITY RESPONSIBILITY:** I understand and agree that the Oklahoma State University Center for Health Sciences is:
 - A. Not responsible or liable for personal injury, damage to property, loss, or accident which may be caused by a defect in any vehicle.
 - B. Not responsible for personal injury or for damage to my personal property caused by any assistance I receive for my automobile or motorized vehicle.
5. **BINDING NATURE OF RELEASE:** It is my express intent that this Release shall bind the members of my family (including my spouse, if any) if I am alive, and my heirs, personal representatives, successors, and assigns if I am deceased.
6. **INDEMNIFICATION:** I agree to indemnify, defend, and hold the Releasees harmless from any liability, claim, action, debuts, 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 my receipt of assistance for my automobile or motorized vehicle.
7. **DISCLOSURE:** The Oklahoma State University Center for Health Sciences has informed me that by signing this document, I release and waiver certain legal rights that I otherwise might have, and that I should read the document carefully and understand it fully before signing.

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8. **REPRESENTATIONS:** I represent to the Oklahoma State University Center for Health Sciences that:
- A. I have read this Release and fully understand its contents and the effect of its terms and provisions. I sign the release as my own free act and deed.
 - B. 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.
 - C. I am over eighteen (18) years of age and fully competent to sign this Release. I execute this release for complete and adequate consideration, fully intending to be bound by the same.
9. **GOVERNING LAW:** I agree that this Release shall be construed in accordance with the laws of the State of Oklahoma.
10. **PARTIAL INVALIDITY:** 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, on this _____

day of _____, 2021.

Check assistance giving:

Jump Start

Tire Change Assist

Signature

Officer's Name & Badge #

Print Name

Print Name