

GENERAL WAIVER OF LIABILITY

THIS WAIVER OF LIABILITY (the “Waiver”) is effective as of the date signed on page 2 by _____ (**fill in full legal name**) (the “Visitor”) with respect to Visitor’s request to access Washington State University, College of Arts & Sciences, Meyer’s Point Property (“The Property”). “Visitors” shall mean all person or persons expressly permitted onto the Property by Washington State University, College of Arts & Sciences personnel.

RESTRICTIONS. The Visitor shall not cause or permit any damage to, or harvest, collect, or otherwise take possession of any natural resources on or about the Property including, without limitation, rocks, gravel, sand, marine animals, fish, aquatic life, living plants, and shellfish. The Visitor shall not cause or permit any filling activity to occur on the Property. This prohibition includes any deposit of rock, earth, ballast, refuse, garbage, waste matter' (including chemical, biological, or toxic wastes), hydrocarbons, any other pollutants, or either matter in or on the Property, except as approved in writing by Washington State University, College of Arts & Sciences. The Visitor shall neither commit nor allow waste to be committed to or on the Property. If the Visitor fails to comply with all or any of the restrictions Washington State University, College of Arts & Sciences may take any steps reasonably necessary to remedy such failure. Upon demand by Washington State University, College of Arts & Sciences, the Visitor shall pay all costs of such remedial action, including but not limited to the costs of removing and disposing of any material improperly deposited on the Property. The Visitor shall also be liable to Washington State University, College of Arts & Sciences for the full value of any natural resources taken from the Property and any damage done to any natural resources on the Property by the Visitor.

The Visitor acknowledges that Washington State University, College of Arts & Sciences uses the Property, among other uses, for education and research. The Visitor shall not interfere in any manner with educational or research activities being conducted by Washington State University, College of Arts & Sciences on the Property.

Visitor represents and warrants that he/she shall be solely responsible for all costs and expenses related to and/or arising from Visitor’s access to the Property.

Visitor shall not use, bring, place, or deposit on the Property, any materials or substances classified as hazardous under any federal, state, or local laws.

Visitor assumes any and all risk associated with its access to the Property, and Washington State University, College of Arts & Science has made no representations or warranties regarding the condition of the Property.

INDEMNIFICATION AND LIABILITY

Visitor shall indemnify, defend, and hold harmless Washington State University, College of Arts & Sciences, its employees, officers, and agents from any and all liability, damages

(including bodily injury, personal injury, and damages to land, aquatic life, and other natural resources), expenses, causes of action, suits, claims, costs, fees (including reasonable attorney fees), penalties, or judgments of any nature whatsoever arising out of access to the Property by the Visitor, except to the extent as may arise solely out of willful or grossly negligent acts of Washington State University, College of Arts & Sciences officials, employees, or agents.

APPLICABLE LAW AND VENUE

This Waiver shall be interpreted and construed pursuant to the laws of the State of Washington. Venue for any action arising out of or in connection with this Agreement shall be in the Superior Court for Whitman County, Washington. Visitor agrees to pay expenses and reasonable attorney fees incurred in any lawsuit arising out of or in connection with the access to the Property.

VISITOR:

Signature: _____

Printed Name: _____

Date of signature: _____

Visitation Date(s): _____