



## STUDENT STORAGE Release, Waiver, and Indemnity Agreement

I, the undersigned, am a student of Brigham Young University–Hawaii (the “University”) and am at least eighteen years of age. I hereby acknowledge that the University is extending a special privilege in allowing me to store a limited amount of personal belongings (collectively, the “Belongings”) and on the University’s premises while I am away from campus during the dates provided below. In consideration of the privilege to store the Belongings at the University, I, for myself and any personal representative, heirs, and next of kin, hereby agree to the following:

**ACCEPTANCE OF RISK.** I understand that the University has neither intended nor designed its premises to be used as a storage facility for students, and I acknowledge that the University does not make any warranty or representation of any kind regarding the storage containers or the security of the Belongings. I acknowledge and agree that the University will have no responsibility for the safekeeping of the Belongings and that such storage does not create any type of bailment or related obligations on the part of the University. Therefore, I agree to assume full responsibility for, and risk of, property damage while I store the Belongings at the University.

**INSURANCE.** I acknowledge that the University’s insurance will not insure the Belongings against damage, theft, casualty, or loss of any kind. I further understand and acknowledge that it is entirely my responsibility to obtain insurance for the Belongings while they are in storage at the University.

**RELEASE.** I agree to and do hereby release, acquit, forever discharge, and covenant not to sue the University and/or its sponsoring institution (*i.e.*, The Church of Jesus Christ of Latter-day Saints), directors, officers, employees, trustees, and agents (collectively, “Releasees”) from any and all liability to me, my personal representative, heirs, and next of kin for any loss, theft, damage (including from mold or mildew), destruction, claim, demands, costs, and expenses (including reasonable attorney’s fees) in connection with my storage of the Belongings at the University. I understand and hereby acknowledge that if the Belongings are damaged, lost, stolen, or destroyed for any reason or by any cause, including but not limited to acts of God, nature, weather, fire, theft, or otherwise, my only recourse will be any insurance that I have secured.

**INDEMNIFICATION.** I agree to indemnify and hold harmless the University and Releasees from any loss, liability, theft, damage, or cost that may be incurred (including damage that the Belongings may cause to third-party property) due to my storage of the Belongings at the University.

**LAW AND POLICIES.** I agree to abide by all applicable laws and University policies in connection with my storage of the Belongings at the University. I acknowledge that the following represents a non-exclusive list of items that are prohibited in storage: perishable food items, firecrackers, fireworks, ammunition, weapons, firearms or other guns, candles, incense, flammable liquids (including BBQ fluid), BBQ’s, illicit drugs, cigarettes, alcohol, and drug paraphernalia.

**INSPECTIONS.** I understand and hereby acknowledge that any inspection by the University or its representatives of the property on which the Belongings are stored is solely for the benefit of the University and not for my benefit or on my behalf.

**ABANDONED BELONGINGS.** I agree that the Belongings may be presumed by the University to be abandoned if they remain on University property more than fifteen (15) days past the final storage date indicated below unless another agreement has been arranged in writing with the University. The University may dispose of abandoned Belongings determined by the University to be of no value; otherwise, the University may, after making reasonable efforts to notify me in writing of the abandoned Belongings (but no earlier than fifteen (15) days thereafter), at its sole discretion, donate the Belongings to charity or post notice of sale of the Belongings in a local newspaper for at least three (3) consecutive days, after which the University

may sell, donate, or otherwise dispose of the abandoned Belongings. Proceeds from any sale, less costs of storage, disposal, and/or sale of the Belongings will be held in trust for thirty (30) days before the University assumes possession of the proceeds.

**CONTACT PERSON.** I agree to provide a contact person and a phone number in my absence so that, in the event of an emergency, the contact person will be responsible for the Belongings.

I further expressly agree that this *Release, Waiver, and Indemnity Agreement* is intended to be as broad and inclusive as permitted by the law, and if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. In the event of any cause of action, the laws of the State of Hawaii apply, and the jurisdiction lies with the state or federal courts of Hawaii.

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Student ID#: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Storage Dates: \_\_\_\_\_ TO \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_