CONDITONS GOVERNING USE

1. Member understands that Georgia Southern University shall allow use of designated i²STEMe materials, supplies, and equipment (hereinafter referred to collectively as “equipment,”) on the Member’s premises for purposes of delivering instruction and training to students. The equipment shall at all times remain the property of Georgia Southern University.

2. During the membership term, the Member shall maintain the equipment on the Member’s premises, as provided on the checkout form, and shall not move the equipment to any other location without written authorization from Georgia Southern University.

3. Use and operation of the equipment shall be limited to students, teachers, and faculty of Georgia Southern University and/or Member, as appropriate.

4. The equipment will be used only for instructional and educational purposes. The equipment shall not be used for personal use.

5. Member will exercise the same care with respect to the equipment as it does in the safekeeping of comparable property of its own, and in no event less than reasonable care. The Member will see that the equipment is protected from indiscriminate use, theft, or malicious damage by keeping the equipment in a supervised area during usage and in a locked area when not in use. If equipment is lost or damaged in any way, a Loss/Damage report will be filled out by the participating teacher and Georgia Southern University will be notified immediately. Excessive damage or loss will result in replacement fees and/or loss of lending privileges for the school and teacher(s) involved. No restoration or repair will be undertaken without the written approval of Georgia Southern University.

6. Member understands that equipment provided by Georgia Southern University has been field-tested and is believed to be safe and accurate when used as written and under appropriate laboratory/classroom conditions. However, variation in local conditions may affect the outcome. It is recommended that all activities are teacher-tested for safety and reliability before being used with students in the classroom. The Member shall be responsible for following and enforcing good laboratory/classroom practices when using the equipment, including appropriate use of hand, eye, and clothing protection. Member shall be responsible for its own acts and omissions and those of its employees acting within the scope of their employment.

7. Member understands that some equipment may be dangerous or hazardous if not used, stored, and/or disposed of as appropriate. Member shall be responsible for the appropriate use, storage, and disposal of potentially dangerous or hazardous equipment.

8. Member understands that the Member is responsible for the safe transport of equipment to and from Owner’s designated pick-up location.

9. Equipment shall remain in the possession of Member for the term indicated on the checkout form; notwithstanding the foregoing, at any time upon demand by Georgia Southern University, Member shall return equipment to Georgia Southern University. Equipment will be returned only to Georgia Southern University or its duly authorized agent or representative.

10. In exchange for participation in this program, Member forever releases, waives, discharges, and covenants not to sue for any and all purposes Georgia Southern University, the Board of Regents of the University System of Georgia, the State of Georgia, the Georgia State Tort Claims Trust Fund, and all of their employees, officers, members, agents, volunteers, and contractors from any and all liability, claims, demands, causes of action, suits, losses, damages, property damage, property loss or theft, costs (including court costs and attorneys’ fees) or injury that may be sustained while participating in this program.

Member

Signature: ___________________________ Date: ___________________________

Print Name: ___________________________ Title: ___________________________

Additional Signature, if required

Signature: ___________________________ Date: ___________________________

Print Name: ___________________________ Title: ___________________________