



STORAGE and USE of PROPERTY ON KNOX COUNTY SCHOOLS' CAMPUSES Release, Waiver, and Indemnity Agreement

I, the undersigned, am an employee and/or volunteer of one or more schools within Knox County Schools (KCS) and am at least eighteen years of age. I hereby acknowledge that KCS is extending a special privilege in allowing me to store one or more items of personal property (listed below) on KCS premises during the dates provided below. In consideration of the privilege to store personal property on campus, I, for myself and any personal representative, heirs, and next of kin, hereby agree to the following:

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

USAGE I acknowledge that the property may be used for the purpose for which it was intended by KCS employees and volunteers. Examples are mowers used for mowing fields or golf carts used to transport people across campus, but many uses could apply. Storage of the property on a KCS campus includes usage and if I do not agree to such usage, I will remove the property immediately from KCS campuses.

INSURANCE I acknowledge that KCS will not insure the Property 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 Property while they are in storage at a KCS campus.

MAINTENANCE I acknowledge and agree that I am responsible for the maintenance and repair of the property stored. Should the property be poorly maintained, in disrepair, and/or inoperable, KCS personnel may require removal of the property from a KCS campus.

RELEASE. I agree to and do hereby release, acquit, forever discharge, and covenant not to sue Knox County Schools, and/or the Knox County Board of Education, and/or Knox County, Tennessee, their 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 Property at a KCS campus. I understand and hereby acknowledge that if the Property is/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 KCS and Releasees from any loss, liability, theft, damage, or cost that may be incurred (including damage that the Property may cause to third-party property) due to my storage of the Property at a KCS campus.

LAW AND POLICIES. I agree to abide by all applicable laws and KCBOE policies in connection with my storage of the Property at a KCS campus. 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 lighter fluid), BBQ's, illicit drugs, cigarettes, alcohol, and drug paraphernalia.

INSPECTIONS. I understand and hereby acknowledge that any inspection by KCS or its representatives of the property (campus) on which the Property is/are stored is solely for the benefit of KCS and not for my benefit or on my behalf.

ABANDONED PROPERTY. I agree that the Property may be presumed by KCS to be abandoned if it remains on KCS property more than fifteen (15) days past the final storage date indicated below, unless another agreement has been arranged in writing with KCS. KCS may dispose of abandoned Property determined by KCS to be of no value; otherwise, KCS may, after making reasonable efforts to notify me in writing of the abandoned Property (but no earlier than fifteen (15) days thereafter), at its sole discretion, assume ownership and control of the Property, or post notice of sale through the County surplus procedure, after which KCS may thereby sell or otherwise dispose of the abandoned Property. Proceeds from any sale, less costs of storage, disposal, and/or sale of the Property will be held in trust for thirty (30) days before KCS 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 Property.

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 Tennessee apply, and the venue and jurisdiction lies with the state courts of Knox County, Tennessee.

Description of personal property:

Last Name: _____ First Name: _____

Employee ID# (if applicable): _____

Phone: _____

Email Address: _____

Emergency Contact Person Name and phone number: _____

Storage Dates: From _____ To _____

Signature: _____ Date: _____

Please send completed form to assetmanager@knoxschools.org.