

## AGREEMENT

The following is an agreement between North Carolina State University (hereafter known as NCSU) and \_\_\_\_\_ (hereafter known as Keyholder) governing Keyholder's use of NCSU's Key Haven facility located on the John H. Kerr Reservoir in Vance County, North Carolina (hereafter referred to as the Facility).

1. For a payment of \$35 \_\_\_\_\_, NCSU licenses the Keyholder to access and use the Facility for the period \_\_\_\_\_ and ending January 1, 2015. The Keyholder will receive one key, which will allow the Keyholder access to the Facility. However, if NCSU's right to use the Facility ends or is terminated by the owner of the Facility, then this license automatically terminates at the same time NCSU's rights to the Facility end or are terminated.

2. In return, Keyholder will comply with all User Guidelines governing use of the Facility. The User Guidelines are subject to change at any time. If the User Guidelines are changed, NCSU will use reasonable efforts to notify the Keyholder of the change, but the revised User Guidelines will be effective whether Keyholder has received notice of the change or not. Failure to comply with the User Guidelines may result in revocation of this license, at NCSU's sole discretion. PLEASE INITIAL:

(a) \_\_\_\_\_ I have read and I understand the User Guidelines

3. The Keyholder understands and acknowledges that there are risks inherent in participating in activities and in otherwise using the Facility, in part because of the nature and topography of the Facility. For these reasons, among others, and in consideration of Keyholder's license to use the Facility, the Keyholder: PLEASE INITIAL BOTH:

(a) \_\_\_\_\_ assumes the risk of using and engaging in activities at the Facility, and

(b) \_\_\_\_\_ releases NCSU, its agents and employees, in both their official and personal capacities, from liability for any personal injury (including death) or property damage suffered by the Keyholder or the family, agents, employees, or guests of the Keyholder, whatever the cause of such injury or damage, including negligence of NCSU, its employees or agents.

4. The Keyholder will indemnify NCSU, its agents and employees, against any claims arising out of Keyholder's exercise of the license granted in this agreement.

5. The Keyholder will receive a credit of \$5 toward the purchase of a renewed license to the Facility if the key described above is returned to NCSU.

\_\_\_\_\_  
(Signature of the Keyholder)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed name of the Keyholder)

\_\_\_\_\_  
(Email address)

\_\_\_\_\_  
(PEUW Department and box number)

\_\_\_\_\_  
(Home Telephone number)

\_\_\_\_\_  
(Campus phone number)

Key \_\_\_\_\_ and a map have been sent to the Keyholder.

\_\_\_\_\_  
(Faculty Advisor Email/Phone if Grad Student)

\_\_\_\_\_  
(signed by an officer of Key Haven)