

CHEROKEE COUNTY BOARD OF EDUCATION

WAIVER OF LIABILITY AGREEMENT

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Between CHEROKEE COUNTY BOARD OF EDUCATION and \_\_\_\_\_  
\_\_\_\_\_(USER) in consideration of the premises  
stated below.

WHEREAS, USER desires to be granted entry into Cherokee County Board of Education’s  
property and/or facility known as \_\_\_\_\_,  
\_\_\_\_\_, for the purpose of \_\_\_\_\_,  
\_\_\_\_\_ and \_\_\_\_\_,

WHEREAS, Cherokee County Board of Education is willing to grant entry into stated  
property for the stated purpose, but only upon the terms and conditions herein set forth;

NOW, THEREFORE, USER shall and does release Cherokee County board of Education  
from any claim of whatsoever nature it might ever have now or in the future against Cherokee  
County Board of Education arising out of or in any way connected with the aforesaid activities of  
USER on the property, and USER further agrees to and does hereby indemnify, save harmless, and  
defend Cherokee County Board of Education, its agents, employees, representatives, and affiliates  
from the payment of any sum or sums of money or other consideration to any person in whatever  
capacity, including employees of Cherokee County Board of Education and employees of USER, on  
account of claims, lawsuits, or actions of whatever kind, growing out of or as a result of injuries to  
persons, including, but not limited to death, or damage to property, in any way arising out of or  
connected with USER’s negligence, or that of employees or agents of USER, performing the activity  
described above, regardless of the existence or not of negligence on the part of Cherokee County  
Board of Education or any of its employees, agents, representatives, or affiliates.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective the  
date first above written.

CHEROKEE COUNTY BOARD OF EDUCATION

By: \_\_\_\_\_

USER

By: \_\_\_\_\_