



WSU GoBabyGo! Agreement

In consideration of Wichita State University providing the enabling equipment described herein, I, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate, hereby agree as follows:

1. I acknowledge that Wichita State University, its faculty, and its students are modifying equipment for the WSU GoBabyGo! program, which includes modifying electric toy vehicles for use by children with disabilities (“Equipment”). I understand that the Equipment is a toy vehicle and not a medical device. I further acknowledge that use of the Equipment entails known and unanticipated risks. I understand that such risks simply cannot be eliminated.
2. I understand that Wichita State University, its faculty, and its students are not agreeing to providing physical therapy or occupational therapy to the recipient of the Equipment.
3. I expressly agree and promise to accept and assume all of the risks existing with the Equipment. My acceptance of the Equipment is purely voluntary, and I have elected to accept it despite the risks.
4. **I hereby voluntarily release, waive, and forever discharge any and all claims of negligence against Wichita State University, its trustees, employees, students, volunteers, participants, and all other persons or entities acting on its behalf (collectively, the “UNIVERSITY”) that relate in any way to the Equipment or the use of the Equipment.**
5. I understand that the Equipment is provided “as is” and that Wichita State University has effectively disclaimed any and all warranties, express or implied, related to the Equipment and any modifications thereto, including, but not limited to, warranties of merchantability and fitness for a particular purpose.
6. I hereby grant to Wichita State University an irrevocable authorization to publicize and use my or my child’s name and likeness, including information regarding his/her physical condition leading to the use of the Equipment, in any medium, now and in the future, for purposes of promoting the GoBabyGo! program, the Equipment, or UNIVERSITY.

In the event that I file a lawsuit against Wichita State University, I agree to do so solely in the State of Kansas, and I further agree that the substantive law of Kansas shall apply without regard to conflict of law rules. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I expressly state that I have had sufficient opportunity to read this entire Agreement. I further certify that I have read and understood it, and I agree to be bound by its terms. I further acknowledge that this document contains negligence waiver and warranty disclaimer provisions.

Name of Child: _____

Address: _____

Name of Parent/Legal Guardian: _____ Phone: _____

Signature of Parent/Legal Guardian: _____ Date: _____