



*Commercial Kitchen  
Hourly Use Application Form*

1. Owner(s) Name: \_\_\_\_\_  
Business Name (if applicable): \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone # \_\_\_\_\_ Email: \_\_\_\_\_
2. How did you hear about the Incubator? \_\_\_\_\_
3. Please submit the following information:  
ServSafe/Other Food Handlers Certificate: \_\_\_\_\_ (required)  
Sellers Permit Number \_\_\_\_\_ (optional)
4. Brief description of your planned use of the kitchen: \_\_\_\_\_  
\_\_\_\_\_
5. On what date do you want to begin using the space? \_\_\_\_\_
6. If you are recurring user, how many hours do you anticipate using kitchen per month? \_\_\_\_\_
7. Please list two business or personal references including names, addresses, and telephone numbers.  
\_\_\_\_\_  
\_\_\_\_\_
8. Any other Comments: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please Return to: Kate Koziol [Kate@pbii.org](mailto:Kate@pbii.org)  
Platteville Business Incubator, Inc., 52 Means Drive, Suite 100, Platteville, WI 53818  
Phone: 608-348-2758 Fax: 608-348-3426

July 2018

**PLATTEVILLE BUSINESS INCUBATOR, INC.**  
**(hereinafter "Incubator")**  
**COMMERCIAL KITCHEN**  
**RELEASE OF LIABILITY, WAIVER OF CLAIMS,**  
**ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**  
**(hereinafter "Agreement")**

**I. ASSUMPTION OF RISKS.**

I acknowledge the inherent risks, dangers and hazards that exist when using Commercial Kitchen. Participation in such activities and/or the use of facility associated with technology design, manufacture and experimentation may result in injury, illness, or death to me, or damage to personal property. These risks and dangers may be caused by other people, including my invitees, other participants, or guests, or by accidents, acts of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, electrocution, burns, impalement, and injury from slips or falls.

I am responsible for my own safety when using the Commercial Kitchen. This includes ensuring that the equipment is in proper working order, and that it is used safely and responsibly. I agree not to use any equipment I do not know how to use. I agree not to use equipment while under the influence of drugs or alcohol.

I further acknowledge that responsibility for safely using the Commercial Kitchen lies entirely on myself. Failure to follow reasonable safety protocols or willful violation of reasonable safety protocols may result in expulsion from the Incubator facilities.

(initial) \_\_\_\_\_

**II. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT.**

In consideration of the Incubator allowing me to use the Commercial Kitchen, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. **RELEASE OF LIABILITY:** Except for the intentional or reckless act of those released hereunder, I fully assume all risks associated with the use of the Commercial Kitchen, and exempt and release the Incubator, its members, officers, agents, and directors, from any and all liability arising out of any damage, expense, loss or injury including death to me or my property while using the Commercial Kitchen,

2. **COVENANT NOT TO SUE:** Except for the intentional or reckless act of those protected by this covenant, I agree never to institute any suit or action at law or otherwise against the Incubator, its members, officers, board members, agents, nor to initiate or any way assist in the prosecution of any claim for damages or course of action I, my heirs, executors or administrators hereafter may have by reason of injury or death to the me or to my property arising from the activities contemplated by this Agreement.

3. **THIRD PARTY INDEMNIFICATION:** Except for the intentional or reckless act of those protected by this indemnification, I will indemnify, save and hold harmless the Incubator, its members, officers, directors, or agents from any and all losses, claims, actions, or proceedings of every kind and character which may be presented or initiated by any Third Party and which arise directly or indirectly from my actions while engaged in the activities contemplated by this Agreement.

4. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity

I hereby acknowledge that I have CAREFULLY read all of the provisions above, fully understand the terms and conditions expressed there, and do freely choose acceptance of the provisions of the foregoing paragraphs relating to assumption of risk, release of liability, covenant not to sue, and third-party indemnification. I am aware that this is a release of liability and a contract between myself and the Incubator, and sign it of my own free will.

(initial) \_\_\_\_\_

I hereby acknowledge the danger involved in the use of the Commercial Kitchen, and agree, subject to the terms and conditions of this Agreement, to assume any and all risks of bodily injury, death or property damage, whether those risks are known or unknown.

(initial) \_\_\_\_\_

In entering into this Agreement, I am not relying on any oral or written representations or statements made by the Incubator, its members, officers, board members, or agents with the respect to the safety of the use of the Commercial Kitchen cutter, other than what is set forth in this Release Agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND REPRESENTATIVES MAY HAVE AGAINST THE INCUBATOR ITS MEMBERS, OFFICERS, DIRECTORS, OR AGENTS.**

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ .

\_\_\_\_\_