WAIVER OF LIABILITY, INDEMNIFICATION, AND MEDICAL RELEASE

Acknowledgment and Assumption of Risk

I understand that the University of North Dakota (University) does not insure me for any activities that I may be involved in as a volunteer for the University. Any coverage would be through personal insurance, and the University has no responsibility or liability for injury resulting from this activity.

I understand that as a volunteer, it may involve certain risks for physical injury, including, but not limited to:

____________________________________________________________________________________
____________________________________________________________________________________

I also understand that there are potential risks of which I may not presently be aware of. I recognize the importance and agree to fully comply with the applicable laws, policies, rules, and regulations of the University.

I voluntarily elect to volunteer for the University of North Dakota with knowledge of the danger involved, and I hereby agree to accept and assume any and all risks of property damage, personal injury, or death.

Waiver of Liability and Indemnification:

In consideration as a volunteer for the University of North Dakota, on behalf of myself, my personal representatives, heirs, next of kin, successors and assigns, I forever:

a. waive, release, and discharge the University of North Dakota and its agencies, officers, and employees from any and all negligence and liability for my death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to me, and my estate as a direct or indirect result of my volunteering for the University of North Dakota; and

b. agree to defend, indemnify, and hold harmless the University of North Dakota, its agencies, officers and employees, from and against any and all claims of any nature including all costs, expenses and attorneys’ fees, which in any manner result from volunteering for the University of North Dakota.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident or illness while volunteering. This release, indemnification, and waiver shall be construed broadly to provide a release, indemnification, and waiver to the maximum extent permissible under applicable law.

I, the undersigned volunteer, affirm that I am at least 18 years of age and am freely signing this agreement. I have read this form and fully understand that by signing this form I am giving up legal rights and/or remedies which may otherwise be available to me regarding any losses I may sustain as a result of my volunteering. I agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

READ BEFORE SIGNING

Name: ____________________________________________

Signature: ____________________________ Date: _____________

Witness: ____________________________ Date: _____________

(To be retained by originating department)