**NON-UE STUDENT VOLUNTEER ACTIVITIES**

## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I, _____ ("Participant"), hereby acknowledge that I have voluntarily elected to participate in _____("Activity"), to be held in and around _____ during _____.

**In consideration for being permitted by the University of Evansville (UE) to participate in the Activity, I hereby acknowledge and agree to the following:**

**ELECTIVE PARTICIPATION:** I acknowledge that my participation is elective and voluntary and that my participation is not required by the University of Evansville.

**RULES AND REQUIREMENTS:** I agree to conduct myself in accordance with UE policies and procedures, including those listed in the UE Student Handbook. I further agree to abide by all the rules and requirements of the Activity. I acknowledge that UE has the right to terminate my participation in the Activity if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of the Activity, or for any other reason in UE's discretion. UE aims to protect the health and safety of campus community to minimize the potential spread of disease within our community. As always, UE will endeavor to update Participants with timely information about specific health and safety guidance important for Participants. Participants are expected to abide by the policies and protocols published on UE's communicable disease webpage; https://www.evansville.edu which are subject to update.

**INFORMED CONSENT & ASSUMPTION OF RISK:** I have been informed of and I understand that the Activity in which I am participating is not sponsored by UE. I am aware that UE does not have the knowledge to identify the risk associated with my participation in this Activity beyond the risks associated with the various aspects of the Activity, including the dangers, hazards, and risk inherent in the Activity, including, but are not limited to travel to and from Activity site via private vehicle, common carrier, and/or UE-owned vehicle, conditions of facilities, injuries due to condition of equipment, weather conditions, facility conditions, wildlife, negligent first-aid operations and there may be other risks not known to me or not reasonably foreseeable to me at this time. In addition, I understand that as a participant in the Activity, I will engage in activities, including _____ during which I could sustain personal injuries, illness, death, and/or property damage. Such risks include, but are not limited to, accidental or negligent contact with other people or property, and the possibility of contracting viral or bacterial infections such as COVID-19, Hepatitis, HIV or other illnesses spread through close contact, cross-contamination or otherwise (collectively "illnesses"). I understand that COVID-19 and other illnesses may have long incubation periods during which carriers of the virus or illness may not show symptoms and still be highly contagious. I understand that as a participant in the Activity I could sustain personal injuries, illness, and/or property damage as a consequence of not only UE's actions or inactions, but also the actions, inactions, negligence or fault of others, and that there may be other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, disability and/or property damage that I may sustain by any means is my sole responsibility, except for those occurrences due to UE's negligence or intentional acts. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF UE, ITS BOARD OF TRUSTEES, DIRECTORS, EMPLOYEES, AGENTS, VOLUNTEERS, AND ANY STUDENTS (hereinafter referred to as "Releasees") UNLESS THEY ARISE FROM INTENTIONAL OR NEGLIGENT ACTS OF THE RELEASEES AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION IN THE PROGRAM.**

**RELEASE AND WAIVER OF LIABILITY & INDEMNIFICATION:** I, on behalf of myself, my personal representative, heirs, executors, administrators, agents, and assigns agree to **HOLD HARMLESS, DEFEND, INDEMNIFY, RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** Releasees for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees) arising from any injury, illness, disability and/or property damage that I may suffer as a result of my participation in the Activity, **REGARDLESS OF WHETHER THE INJURY, ILLNESS, DISABILITY AND/OR DAMAGE IS CAUSED BY THE RELEASEES, UNLESS THE INJURY, ILLNESS, DISABILITY AND/OR DAMAGE IS CAUSED BY THE RELEASEES' NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY, ILLNESS, DISABILITY AND/OR DAMAGE OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE ACTIVITY, OR ANY ADJUNCT TO THE ACTIVITY, OCCURS OR IS BEING CONDUCTED.** I further agree that the Releasees are not in any way responsible for any injury, illness, disability and/or damage that I sustain as a result of my own negligent acts.

**PERSONAL MEDICAL INSURANCE:** I agree to purchase and maintain during the term of the Activity personal medical insurance. I further acknowledge that I am responsible for the cost of any and all medical health services I may require as a result of participating in the Activity.

**CERTIFICATION OF FITNESS TO PARTICIPATE:** I attest that I am physically and mentally fit to participate in the Activity and that I do not have any medical record of history that could be aggravated by my participation in this particular Activity.

**MEDICAL CONSENT:** I understand and agree that Releasees may not have medical personnel available at the location of the Activity. In the event of any medical emergency, I authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment, and hospital care that UE personnel deem necessary for my safety and protection, unless I have affirmatively requested and received an accommodation based upon my religious belief. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. In the event that I experience any condition requiring emergency medical treatment, UE may direct that I be transported to the hospital for such care.

**MEDIA/PROMOTIONAL RIGHTS**: As a condition of my participation in a UE activity, program and/or use of a Facility, I hereby grant UE the right to use, for promotional and/or educational purposes only, any photographs, videotapes or audio recording of myself taken by UE, its employees or agents, during my participation in a UE activity program and/or use of its Facilities. Educational purposes include, but are not limited to, use in the classroom, in handbooks, or in other UE institutional or faculty publications. All photographers, videographers or those who are using recording devices for the purposes of photography, videotaping or recording participants on UE's property or of UE events must obtain a signed release form from any participant who is visibly recognizable in the photograph or recording. Crowd scenes where no single person is the dominant feature are exempt. These rules also govern photographs, videos or audio recordings that are intended only for use in any UE publications of marketing or public relations nature, such as newsletters, brochures, catalogs, promotional items such as tours, or other materials of similar nature. Releases also must be obtained for photographs, video or audio recordings used on UE's website. These rules are not in effect when photographs or recording are taken of news events, but photographs or recordings taken for news purposes require a release for reuse in marketing materials.

By signing this release, I hereby understand and grant UE permission to use my likeness in photography(s)/video(s)/audio recording(s) in any and all of its publications and in any and all other media, whether now known or hereafter existing, controlled by UE, in perpetuity, and for other use by UE. I further understand and agree that UE may use (for marketing purposes) any statements or quotes attributed to me in my evaluation of a UE activity, program and its Facilities.

**CHANGE OF VENUE:** UE reserves the right to change the venue to a similar venue and/or change the dates of the Activity if the original venue is not available on the originally planned date. Such change of venue or schedule shall not void this Agreement.

**NON-EMPLOYEE STATUS:** I understand and acknowledge that in participating in the Activity, I am doing so independently and that I am not an employee or agent of UE. I understand and agree that as a non-employee that I am not entitled to receive compensation or any other employee benefit from UE for my participation in the Activity.

**CHOICE OF LAW:** I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Indiana.

**SEVERABILITY:** If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

**I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE I REPRESENT THAT I AM AT LEAST EIGHTEEN YEARS OF AGE OR, IF NOT, THAT I HAVE SECURED BELOW THE SIGNATURE OF MY PARENT OR GUARDIAN AS WELL AS MY OWN.**

_____ _____

Signature of Participant Date

_____

Print Name of Participant

_____ _____

Emergency Contact Name Emergency Contact Phone #

**Signature of Parent/Guardian for Participants under eighteen (18) years of age:**

I certify that I have custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. **I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES.** I join with Participant in granting a release to Releasees as set forth in detail above.

Signature of Parent or Guardian

Date

Print Name of Parent or Guardian

Emergency Contact Phone #

UE Activity Leader's Name (Print)

UE Department

2024724

# EMERGENCY CONTACT FORM

The information provided on this form will allow your emergency contact to be quickly informed in the case of an emergency and alleviate unnecessary concern. The information you provide is voluntary.

**Personal Details**

Full Name: _____

Home Address: _____

Home Phone: _____ Mobile Phone: _____

Email: _____

Date of Birth: _____

**Person to Contact in an Emergency**

Name: _____

Address: _____

Primary Phone: _____ Alternate Phone: _____

Email: _____