

**Tacoma/South Puget Sound Mathematics, Engineering, Science Achievement (TSPS MESA)
Pacific Lutheran University (PLU) Supervised Volunteer Work Program**

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

I, _____ (“Participant”), hereby acknowledge that I have voluntarily elected to participate in the following volunteer program **Tacoma/South Puget Sound Mathematics, Engineering, Science Achievement (TSPS MESA)**, to be held in and around **MARCH 5, 2019 from MARCH 16, 2019**. In consideration for being permitted by **Tacoma/South Puget Sound Mathematics, Engineering, Science Achievement (TSPS MESA)** and **Pacific Lutheran University (PLU)** to participate in the Program, I hereby acknowledge and agree to the following:

ELECTIVE PARTICIPATION: I acknowledge that my participation is elective and voluntary. As a condition of my participation, I hereby grant TSPS MESA and/or PLU the right to use, for promotional purposes only, any photographs of me taken by TSPS MESA and/or PLU, its employees, or agents, during my participation in the Program. I further understand and agree that TSPS MESA and/or PLU may use (for marketing purposes) any statements or quotes attributed to me in my evaluation of the Program.

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with TSPS MESA and PLU policies and procedures. I further agree to abide by all the rules and requirements of the Program. I acknowledge that TSPS MESA and/or PLU has the right to terminate my participation in the Program if it is determined that my conduct is detrimental to the best interest of the group, my conduct violates any rule of TSPS MESA and/or PLU or the Program, or for any other reason in TSPS MESA and/or PLU’s discretion.

INFORMED CONSENT: I have been informed of and I understand the various aspects of the Program, including the dangers, hazards, and risks inherent in volunteer activities. I understand that I could sustain serious injuries, including death, and/or property damage as a result of my participation in the Program, which may include but are not limited to, activities such as working with people, participating in sports and recreation activities, cleaning and maintenance projects, preparing and serving food, and other service activities, transportation to and from volunteer work sites via private vehicles, PLU-owned vehicles and common carriers, and any independent research or activities I undertake as an adjunct to the Program. I understand that as a participant in the Program I could sustain serious personal injuries, illness, property damage, or even death as a consequence of not only TSPS MESA and/or PLU’s actions or inactions, but also the actions, inactions, gross negligence or fault of others, conditions of equipment used, facility conditions, weather conditions, negligent first aid operations and procedures 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, property damage, disability, or death that I may sustain by any means is my sole responsibility, except for those occurrences due to TSPS MESA and/or PLU’s gross negligence or intentional acts.

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** TSPS MESA or PLU, including its governing board, directors, officers, employees, agents, volunteers, and any students (hereinafter referred to as “Releasees”) for any and all liability, including any and all claims, demands, cause of action (known or unknown), suits, or judgments of any and every kind (including attorneys’ fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSE BY THE RELEASEES, UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSE BY THE RELEASEES’ GROSS NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY DAMAGE OR DEATH OCCURS WHILE IN, 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 Releasees are not in any way responsible for any injury or damage that I sustain as a result of my own negligent acts.

ASSUMPTION OF RISK: I understand that there are potential dangers incidental to my participation in the Program, some of which may be dangerous and which may expose me to the risk of personal injuries, property damage, or even death, I understand that these potential risks are incidental to my participation in activities which may include, but are not limited to: working with people, participating in sports and recreation activities, cleaning and maintenance projects, preparing and serving food, and other service activities, transportation to and from volunteer work sites, including via a private vehicle, PLU-owned vehicles, and common carriers, and in any independent research or activities I undertake as an adjunct to the Program. I **KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES, UNLESS THEY ARISE FROM THE RELEASEES’ INTENTIONAL OR GROSSLY NEGLIGENT ACTS**, and assume full responsibility for my participation in the Program.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from 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 attorney’s fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED BY THE RELEASEES’ GROSS NEGLIGENCE OR INTENTIONAL ACTS.**

NON-EMPLOYEE STATUS: I understand and acknowledge that in participating in the Program, I am doing so independently as a volunteer and that I am not an employee or agent of Pacific Lutheran University or the Program site. I understand and agree that as a volunteer that I am not entitled to receive compensation or any other employee benefit for my participation in the Program.

PERSONAL MEDICAL INSURANCE. I agree to purchase and maintain during the term of the Program personal medical insurance. I further acknowledge that I am responsible for the cost of any and all medical and health services I may require as a result of participating in the Program, except that TSPS MESA and/or PLU assumes responsibility for medical expenses for injuries directly related to my participation in the program. I understand and agree that TSPS MESA and/or PLU shall not in any way be responsible for other contingent losses arising from any injury I sustain that is not the result of TSPS MESA and/or PLU's negligent or intentional acts, including but not limited to loss of wages.

MEDICAL CONSENT: I understand and agree that Releasees may not have medical personnel available at the location of the Program. In the event of any medical emergency, I (initial one) do ___ do not ___ authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment, and hospital care that TSPS MESA and/or PLU personnel deem necessary for my safety and protection. 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.

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

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 hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement.

Date: _____

(Signature)

(Printed Name)

Signature of Parent/Guardian for Participants Who Are Minors:

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 AND AGREE TO ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY PACIFIC LUTHERAN UNIVERSITY.

Date: _____

(Signature of Parent or Guardian)

(Printed Name of Parent or Guardian)

(Printed Name of Participant)

Received by:

Date: _____

(Signature)

(Printed Name of Institution Official)