



WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

READ CAREFULLY BEFORE SIGNING

At my request, Winona State University (WSU) has agreed to allow me to volunteer at the campus. I understand that I will be supervised by a WSU employee as listed below. My participation is wholly voluntary.

I understand that while participating in this volunteer opportunity, I will be required to follow the direction of the WSU Supervisor, abide by all safety guidelines, as well as all Minnesota State Colleges and Universities policies and procedures and all Winona State University policies and regulations. I acknowledge that it is my sole responsibility to be familiar with these policies, procedures, and regulations which are available through the Winona State University website. I also understand that failure to abide by the WSU and/or Minnesota State policies, procedures, or regulation may result in my immediate removal from the campus service project and campus property.

I understand that as a volunteer I am not an employee of the University and am not eligible for workers' compensation for any injuries sustained while performing volunteer duties. I also understand that I am not eligible for sick leave, health insurance, retirement, or other employee benefits.

In consideration of the University's agreement permit me to volunteer, the receipt and sufficiency of which is hereby acknowledge, I agree as follows:

- 1) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge the University and its employees, agents, officers, trustees and representatives (in their official and individual capacities) ("Releasees") from any and all liability whatsoever for any and all damages, losses or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorney fees, which arise out of, result from, occur during, or are connected in any manner with my participation in the volunteer activities or any travel incident thereto, whether caused by the negligence of the Releasees or otherwise; except that which is the result of gross negligence and/or wanton misconduct by the Releasees.
- 2) I hereby release and discharge the University of all responsibility and liability for any injuries, illnesses, medical bills, charges or similar expenses that I incur while I am participating in the activity.
- 3) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the University and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorney fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorneys fees, which arise out of, occur during, or are in any way connected with my participation in the volunteer activities or any travel incident thereto.
- 4) I agree that this Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of Minnesota, U.S.A.; and that if any portion thereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. In signing this document, I hereby acknowledge that I have read this entire document, that I understand its terms, that I am at least eighteen (18) years of age, that by signing it am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

Name of Department, Activity, Event:

Volunteer planting in the ILG Garden,
Vine maintenance and cleanup, weeding
and cleanup in other campus gardens

Dates: May 25 through October 31, 2023
(events will be scheduled monthly)

Dated: _____

(Signature) (parent/guardian signature if participant is under 18)

Name Printed

If signed by parent/guardian, please list name of minor child who is participating:
