

# WINONA

STATE UNIVERSITY

## WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

I, \_\_\_\_\_, a volunteer with a Winona State University Sport Club or Sport Club Council affiliated team, have agreed to participate in events, games, tournaments, or practices with the \_\_\_\_\_ club which may include travel to facilities on and off campus, and even outside of the Winona community. Winona State does not require me to participate in Sport Club activities, and I understand that I will be supervised by the WSU Sport Club advisor. Winona State does not compensate me for involvement in Sports Club-related activities.

### READ CAREFULLY BEFORE SIGNING

At my request, Winona State University (WSU) has agreed to allow me to volunteer with Sport Club programs. I have requested to volunteer with WSU Sport Club/s: \_\_\_\_\_ (WSU Sport Clubs' Team or Club Name). WSU has agreed to permit me to volunteer. My participation in this volunteer experience is wholly voluntary.

I understand that while participating in this volunteer opportunity, I will be required to follow the direction of the club's adviser, WSU Sport Clubs handbook, abide by all safety guidelines, as well as all Minnesota State Colleges and Universities ("MnSCU) and WSU policies and procedures. I acknowledge that it is my sole responsibility to ensure that I am familiar with these policies, procedures, and regulations which are available through the Winona State University website. I understand that if I fail to do so, I will immediately be removed from this community service project at the campus.

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 to 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 volunteer activities and/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 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.

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Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature of volunteer)

\_\_\_\_\_  
Name (Printed)

## CONTACT INFORMATION:

\_\_\_\_\_  
Volunteer Printed Full Name

\_\_\_\_\_  
Volunteer WSU Tech ID Number (if applicable)

\_\_\_\_\_  
Volunteer Date of Birth

\_\_\_\_\_  
Volunteer Email Address

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Local Phone Number: \_\_\_\_\_

Information Valid Until: \_\_\_\_\_

## **EMERGENCY CONTACT:**

Last: \_\_\_\_\_ First: \_\_\_\_\_ Middle: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Relationship: \_\_\_\_\_