

VOLUNTEER POLICY WAIVER

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

I, _____ ("Participant"), hereby acknowledge that I have voluntarily elected to participate in the program or activity ("Program") described in **Attachment A** to this document.

In consideration for being permitted by Seattle Pacific University ("SPU") to participate in the Program, I hereby acknowledge and agree to the following:

ELECTIVE PARTICIPATION: I acknowledge that my participation is elective and voluntary.

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with SPU policies and procedures in carrying out the Program which appears on Attachment A. I further agree to abide by all the rules and requirements of the Program. I acknowledge that SPU has the right to terminate my participation in the Program if it is determined that my conduct is detrimental to the best interests of the group; my conduct violates any rule of the Program, or for any other reason in the SPU'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, service activities, transportation to and from volunteer work sites via private vehicles, SPU owned vehicles and common carriers, and any independent research or activities I undertake as part of 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 the Program as well as from the actions, inactions, 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.

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE SPU**, 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, causes 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 CAUSED BY THE NEGLIGENCE OR FAULT OF THE RELEASEES, OR OTHERWISE, WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE PROGRAM, OR ANY ADJUNCT TO THE PROGRAM, OCCURS OR IS BEING CONDUCTED.**

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, service activities, transportation to and from volunteer work sites, including via a private vehicle, SPU owned vehicles, and common carriers, and in any independent research or activities I undertake as part of the Program. Furthermore, I acknowledge that there are other potential dangers incidental to my participation in the Program due to weather conditions, volunteer facility conditions, equipment conditions, negligent first aid operations or procedures of Releasees, and other risks that are unknown at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OR FAULT OF RELEASEES**, 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 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 CAUSED BY THE NEGLIGENCE OR FAULT OF THE RELEASEES OR OTHERWISE.

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 SPU of 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.

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 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.

Participant Signature

Date