Ball State University
Release of Liability and Assumption of Risk
Student Voluntary Services

Acknowledgment of Risk

I desire to participate in **Ball State University's Student Voluntary Services' volunteer opportunities during the 2024-20245 academic year. These volunteer opportunities may take place in the City of Muncie, Delaware County, or other locations in the State of Indiana, and may include, but not be limited to, activities such as mentoring/tutoring children in an afterschool program, assisting at a food pantry, picking up trash and general maintenance of a particular area, being a companion to hospice patients, assisting the elderly with projects such as raking their yards, and other similar types of volunteer projects ("Activity**"). I hereby certify based upon my own knowledge, and consultation with a physician, if I have consulted one, that I have no health problems which would interfere with my participation in the Activity. I understand that the Activity entails known and unanticipated risks that cannot be eliminated through any efforts of the University. The risks, which may result from physical activity, falls, contact with other participants, use of tools, the condition of the equipment being used, traveling to and from various sites as part of the Activity, and/or other actions consistent with participating in the Activity, include but are not limited to, the following: sprains; fractures; scrapes; bruises and cuts; infections; dislocations; fainting; choking; suffocation; heart attack; and other serious injuries, including to the head, back, or neck, which can cause paralysis or even death. I understand that my participation in the Activity may result in injury, death, illness or disease, or damage to my person and/or property, and that no amount of care, caution, instruction, or expertise can eliminate this inherent danger. I further understand and acknowledge that: (a) accidents can and sometimes do occur during the Activity; (b) my own inability to properly participate in the Activity or to follow rules and directions concerning the Activity, and unforeseeable events may all contribute to the chances of accident, injury or death; (c) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity or the conditions in which the Activity takes place; and (d) the description of these risks is not complete and that there may be OTHER RISKS or SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time.

I acknowledge that the above list is not inclusive of all possible risks associated with the Activity and that the above-mentioned risks and other unknown and unanticipated risks may result in serious injury, permanent disability, and death, and social and economic losses.

I acknowledge that if I am injured, I may require medical assistance at my own expense. I further acknowledge that University employees are likely unaware of a participant's health status or abilities and may give incomplete warnings or instructions, and the equipment being used might malfunction.

My participation in the Activity is purely voluntary, and I elect to participate in the Activity in spite of the risks. I am voluntarily assuming all risks. I understand that I will be solely responsible for any property loss or damage, and for any physical ailment or injury, including death, I sustain while participating in the Activity.

Release of All Claims

In consideration of my participation in the Activity, I, the undersigned, hereby agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE the University, its Board of Trustees, officers, employees, agents, and contractors from any liability, damages, costs, losses, expenses, actions, causes of action, claims, or demands of any nature whatsoever, including, but not limited to, a claim of negligence on the part of the University, its Board of Trustees, officers, employees, agents, or volunteers, which I may have as a result of any personal injury, property damage, permanent disability, or death I may suffer in connection with my participation in the Activity.

Indemnification of the University

In consideration of my participation in the Activity, I, the undersigned, further agree to defend, indemnify, and hold harmless the University, its trustees, officers, agents, and employees from and against any and all liability, damages, costs, losses, expenses, actions, causes of action, claims, or demands of any nature whatsoever, including, but not limited to, attorney fees, court costs, and investigatory costs, arising out of or in any way relating to my participation in the Activity, without regard to whether resulting from negligence on the part of the University, its Board of Trustees, officers, employees, agents, or volunteers.

Medical Care

I understand and agree that neither the University nor any of its officers, employees, agents or volunteers accept any responsibility for providing medical care services for me and that the cost of any medical care services that I may need remains my responsibility. I, for myself, my heirs, representatives, executors, administrators, and assigns, hereby waive, release, discharge, indemnify and hold harmless the University, its Board of Trustees, officers, employees, agents, contractors and volunteers from any liability, actions, causes of action, claims, or demands of any nature whatsoever, either in law or in equity, including based on the alleged negligence of any of them, in connection with any decision of any of the University's officers, employees, agents, contractors or volunteers to obtain emergency medical treatment for me.

Photo/Video/Audio Release

I hereby grant and convey unto the University, acting through one of its officers, employees, agents, contractors or volunteers, to take and utilize, royalty-free, any and all photographic images and video or audio recordings taken of me while participating in the Activity. The University retains any and all intellectual property rights in any such photographic images or video or audio recordings of me and may utilize such images or recordings for any purpose the University may determine in its sole discretion.

Entire Agreement

This Release of Liability and Assumption of Risk ("Release") constitutes the sole and entire agreement made between the parties and supersedes all prior negotiations, written and oral, conversations, correspondence, representations, agreements, proposals, and other communications regarding the subject matter hereof. Any amendment(s) to this Release shall not be valid unless made in writing and signed by both parties. Should any portion of this Release be found invalid or unenforceable, then to the extent that such term is invalid or unenforceable, it shall not affect the validity or enforceability of any other term of this Release.

Governing Law and Venue

This Release shall be construed, and legal relations between the parties hereto shall be determined, in accordance with the laws of the State of Indiana applicable to contracts solely executed and wholly to be performed within the State of Indiana without giving effect to the principles of conflicts of laws. Any dispute as to any matter in this Release shall be brought in the state or federal courts of Indiana, and venue shall be in the state courts of Delaware County, Indiana or in the federal district court for the Southern District of Indiana, Indianapolis Division.

Agreement to the Terms of this Release

By my signature, I certify that I am at least 18 years old (or, if the student is a minor, that I am the parent or legal guardian of that student) and have read and understand the terms of this Release. I understand that by signing this Release I am relinquishing substantial legal rights, including the possibility of recovery for injury, whether the injury results from the inherent risks of the Activity or the negligence of the University, its Board of Trustees, officers, employees, agents, contractors, and volunteers. I am signing this Release after having carefully read the same, of my own free will and, by doing so, fully intend to release the University, its Board of Trustees, officers, employees, agents, contractors and volunteers from liability or loss due to the inherent risks of the Activity or the negligence of the University, its Board of Trustees, officers, employees, agents, contractors, and volunteers.