

**WIDENER UNIVERSITY
OFFICE OF CIVIC ENGAGEMENT
SERVICE EVENT RELEASE**

**GENERAL RELEASE, WAIVER OF LIABILITY, INDEMNITY AND HOLD HARMLESS AGREEMENT
(PLEASE READ CAREFULLY)**

All persons serving the community on behalf of Widener University must complete and sign the following sections in full. This process helps the Office of Civic Engagement staff provide a safe and secure environment for all who participate. In the case of an emergency, Widener staff will use any information below to provide medical or emergency aid assistance or identification. We truly appreciate all your time, energy and support of our university's civic mission.

ALL VOLUNTEERS 18 YEARS OR OLDER MUST PROVIDE THE INFORMATION BELOW. VOLUNTEERS UNDER THE AGE OF 18 MUST ALSO HAVE A PARENT/GUARDIAN SIGN THIS WAIVER.

I, the undersigned, desire to participate in a service program ("Program") offered by Widener University ("University"). It is expressly acknowledged that my participation in the Program is by my personal choice, and that it is an entirely optional activity. I agree to the following:

- 1. Waiver of University Liability for Risks and Dangers.** I acknowledge and understand that there are certain dangers, hazards and risks inherent in the Program, including but not limited to accidents, mortal injuries and property damage. I understand the risks involved in this activity and expressly assume those risks. I understand that it is my sole responsibility to participate in only those activities for which I have the prerequisite skills, qualifications, preparations or training. I hereby agree to RELEASE the University, its trustees, officers, affiliates, employees, representatives, agents, successors and assigns ("University Parties") from any and all claims that I may have against the University Parties for injuries, death or property damage arising directly or indirectly from my participation in the Program, unless caused solely by the willful misconduct or gross negligence of the University Parties.
- 2. Participant Responsibility for Medical Needs.** I understand that the University Parties cannot be and are not responsible for attending to my medical or medication needs, that I assume all risk and responsibility therefor, and that if I am required to be hospitalized in connection with the Program, the University Parties cannot and do not assume any legal responsibility for payment of such costs. I hereby give permission to University representatives participating in the Program to authorize emergency medical treatment or hospital treatment that may be necessary. Such University representatives also have the authority to send me home if in their judgment it is necessary to do so for my health, safety and/or welfare.
- 3. Disclaimer of University Responsibility.** I understand and agree that the University Parties are not responsible or liable for any injury, damage, loss, or accident, which may arise in connection with the Program, unless caused by the willful misconduct or gross negligence of the University Parties, and the University Parties are not responsible for losses or expenses due to sickness, weather, strikes, natural disasters, or other such causes.
- 4. University's Rights.** The University reserves the right to cancel without penalty the offering and conduct of the Program and the right to withdraw any part of the Program and to make any alterations, deletions or modifications to the Program as deemed necessary by the University or by any University representatives as agents of the University.
- 5. Acceptable Conduct by Participant.** I am aware of the behavior expected of me while participating in this Program. I assure the University that I shall act in an appropriate manner at all times. Such behavior shall include time when in the company of other Program members and when I may be physically separated from Program members. The University representatives have the authority to send me home for behavioral reasons. I also acknowledge and understand that should I have or develop legal problems, I will attend to the matter personally

with my own personal funds. The University Parties are not responsible for providing any assistance under such circumstances.

6. Miscellaneous. I further agree that this Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, which shall be the forum for any lawsuits filed under or incident to this Agreement or the Program and I consent to the exclusive jurisdiction and venue of the Delaware County Court of Common Pleas. The term and provisions of this Agreement shall be severable, so that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby. I certify that I am at least 18 years of age, or if I am not 18 years of age, that my parent or guardian has also executed this Agreement. This Agreement becomes effective when the Participant has signed below. I understand that this Agreement constitutes the entire agreement between the University and myself with reference to the subject matter referred to herein. This Agreement cannot be changed or altered without a writing signed by both parties. I hereby state that I have read and understand the foregoing and intend to be legally bound thereby.

7. Indemnification and Release. In consideration of my participation in the Program, I hereby freely and expressly assume all risks of injury or death, or damage to person or property, arising out of or in any way relating to my participation in the Program, and I hereby waive, release and forever discharge and agree to indemnify and hold harmless the University Parties, including University representatives and their heirs, administrators and assigns, of and from any and all actions, causes of action, suits, damages, claims and demands whatsoever which I may now have or may acquire arising out of or in any way relating to my participation in the Program.

PARTICIPANT:

Signature

Printed Name

Date

PARENT/GUARDIAN:

Signature

Printed Name

Date

*Parent/Guardian must sign if the Volunteer is under 18 years of age.

Should you have any questions about this Release, you should contact the Division of Student Affairs at 610-499-4385.