

## Lake Superior College Volunteer Agreement and Release Form

This form is required for volunteers serving in a role in which they may: have unsupervised access to minors; have access to protected data; utilize significant Lake Superior College ("LSC") resources (office space, access to funds, tools, equipment etc.); be transported in a state owned, leased, or operated vehicle; and/or be exposed to or involved in activities with inherent or considerable risks.

### **Volunteer Agreement and Release**

I, \_\_\_\_\_ (Name Printed), wish to volunteer for \_\_\_\_\_ ("program" or "department") at Lake Superior College.

I understand that participating as a volunteer for this program involves inherent risks that may expose me to damage to or loss of property, and physical injuries including death. Risks associated with my participation in this program, include but are not limited to travel, contact with other program participants, weather conditions, use of equipment, and other unknown and unanticipated risks. I understand and voluntarily assume all risks related to my participation in this program, I agree as follows:

- 1) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge Lake Superior College, Minnesota State Colleges and Universities, the State of Minnesota, and its employees, agents, officers, trustees and representatives (in their official and individual capacities) ("Releases") 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 program whether caused by the negligence of the Releases or otherwise; except that which is the result of gross negligence and/or wanton misconduct by the Releases.
- 2) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless Lake Superior College, Minnesota State Colleges and Universities, the State of Minnesota 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 attorney's fees, which arise out of, occur during, or are in any way connected with my participation in the program.
- 3) I hereby authorize Lake Superior College to seek and consent to receive medical treatment in the event of injury, accident or illness during my participation in any program activity or event. I accept financial responsibility for all expenses related to my medical treatment as well as travel to receive medical treatment.
- 4) I represent and warrant that I have a comprehensive health insurance policy that covers me for illnesses or injuries sustained during my participation in the program. I acknowledge that I have informed Lake Superior College of any existing medical conditions that require treatment, accommodations or about which medical personnel should be informed.
- 5) I agree to comply with and to follow the directions of the staff and to abide by relevant statutes of the State of Minnesota and applicable Minnesota State Colleges and Universities and LSC policies and procedures, including, but not limited to, Minn. Stat. 3.736; Minnesota State Colleges and Universities Procedure 4.0.1 Use of Volunteers, Policy 1B.1 Nondiscrimination in Employment and Educational Opportunity, and the LSC Use of Volunteers Policy. I understand and agree that failure to do so will result in my disqualification from the program and I will immediately terminate my relationship with Lake Superior College. I understand that I am responsible for any costs associated with my disqualification from the program including travel costs.
- 6) For these volunteer services, I understand that I am not an employee of the College and am not entitled to receive salary, staff development training, benefits or other compensation. I am solely responsible for all expenses, except as otherwise arranged and approved in advance by an LSC administrator with budget authority. I understand that I am not eligible for workers' compensation benefits.
- 7) If I will have access, or be exposed to, private or protected data under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, The Family Educational Rights and Privacy Act of 1974 (FERPA), or any other federal or state law that governs data privacy, I agree to keep such data private and release such data only as allowed by law. I further acknowledge that failure to comply with this confidentiality agreement is a violation of the law.

## Lake Superior College Volunteer Agreement and Release Form

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. I agree that this Agreement is to be construed broadly to provide a release, indemnification and waiver to the maximum extent permissible under applicable law.

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 I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

### **Lake Superior College:**

The Volunteer will perform services under the direction and control of the following Lake Superior College employee, (Name and Job Title): \_\_\_\_\_

### **Volunteer Information:**

Volunteer Name (Print): \_\_\_\_\_

Volunteer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### **Note to Parents and Legal Guardians:**

If Volunteer is under 18 years of age, the Volunteer and the legal guardian must sign this form.

Legal Guardian/Parent Name (Print): \_\_\_\_\_

Legal Guardian/Parent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### **Authorizing Signature:**

LSC Representative Name (Print): \_\_\_\_\_

LSC Representative Name Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### **Human Resources:**

Human Resources Representative Name (Print): \_\_\_\_\_

Human Resources Representative Name Signature: \_\_\_\_\_

Date: \_\_\_\_\_

This Agreement and Release shall be signed by the volunteer and the Vice President of the Department (or designee), then routed to the Executive Human Resources Officer. The original form should be retained by Human Resources and a copy shall be provided to the LSC

Vice President of the Department (or designee) who signed the Volunteer Nonfaculty Form to be maintained by the program or department for which the volunteer is serving. No resources shall be provided to a volunteer prior to approval by Finance and Administration (or designee).