

Dickinson

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

I _____ (“Participant”), hereby acknowledge that I have voluntarily elected to
(Print Name)
participate in the following program, Alliance for Aquatic Resource Monitoring’s Stream Team, (“Program”), to be held
in and around my watershed, from _____.
(dates from today- a year from now)

In consideration for being permitted by Dickinson College to participate in the Program, I hereby acknowledge and agree to the following:

VOLUNTARY PARTICIPATION AND ACKNOWLEDGEMENT:

I acknowledge that my participation is voluntary. I further acknowledge that I have received and read the Dickinson Volunteer Policy and will abide by its terms.

RULES AND REQUIREMENTS:

I agree to discharge my responsibilities as set forth in the Volunteer Policy and the Written Statement of Work and in compliance with Dickinson College policies and procedures. I further agree to abide by all the rules and requirements of the Program. I acknowledge that Dickinson College has the right to terminate my participation as a volunteer at any time for any reason, including situations where my conduct may be detrimental to the best interests of the College.

PRIVACY AND CONFIDENTIALITY:

During my participation as a volunteer in the Program or otherwise, I may be provided or may have access to information, records, or other material which may contain personal, private and confidential information of individuals or of Dickinson College, the disclosure of which is prohibited by law or by Dickinson College policies. This information may include, but is not limited to the following:

- (1) personal donor or alumni information (including addresses, telephone numbers, and information about finances, past donations, gifts, pledges, investments, wills, trusts, estates and real estate)
- (2) student information (including student names and information about scholarships, financial aid, and academic status or performance), and
- (3) information that is confidential or proprietary to Dickinson (including Dickinson strategies, practices or plans that Dickinson wishes to maintain as private and proprietary).

All of this information is referred to in this statement as “Confidential Information.” As a condition to volunteering for Dickinson, I promise and agree that I will take all necessary steps to maintain the privacy and confidentiality of the Confidential Information and that I will not disclose such information to any person or entity other than those authorized by the Program or volunteer activities.

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. I acknowledge 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, 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 releases, and assume full responsibility for my participation in the Program.

RELEASE AND WAIVER OF LIABILITY:

I agree to release and hold harmless Dickinson College, its trustees, officers, agents, students and employees, from any and all liability, actions, causes of action, negligence, debts, claims, or demands of any kind and nature whatsoever including, but not limited to, claims for negligence, recklessness or any other form of action for which a release may be

legally given (including attorneys' fees and costs) which may arise by or in connection with my participation in the Program.

INDEMNITY:

I agree further to hold harmless and indemnify the College, its trustees, officers, agents and employees from any and all liability, actions, causes of action, negligence, debts, claims or demands of any kind and nature whatsoever (including attorneys' fees and costs) by any person or the College which may arise by or in connection with 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 as a volunteer and that I am not an employee of Dickinson College. 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 understand and agree that I am responsible for any and all medical and health services I may require as a result of participating in the Program.

MEDICAL CONSENT:

In the event of any medical emergency, I (initial one) do _____ do not _____ authorize and consent to treatment and hospital care that Dickinson College personnel deem necessary for my safety and protection. I understand and agree that Dickinson College assumes no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

PHOTOGRAPH AND VIDEO CONSENT:

I (initial one) do _____ do not _____ grant permission to Dickinson College to photograph and/or record me or my dependent for the College's use in news, marketing, and promotional publications without compensation to me (or my dependent). I can withdraw this permission at any time.

CHOICE OF LAW AND VENUE:

I hereby agree that this agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. Any disputes must be brought with a court in Cumberland County, PA.

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, I AM LEGALLY COMPETENT TO SIGN, AND I SIGN IT VOLUNTARILY WITHOUT ANY INDUCEMENT. I REPRESENT THAT I AM AT LEAST EIGHTEEN YEARS OF AGE AND, IF APPLICABLE, I AGREE THAT MY DEPENDENT CAN ALSO PARTICIPATE, IS AT LEAST EIGHT YEARS OF AGE, WILL BE MONITORED BY ME AT ALL TIMES, AND WILL BE HELD TO THE SAME AGREEMENT AS ME.

Name of Participant

Date

Participant E-mail Address

Signature of Participant

Name & Signature of Dependent (if applicable)