

Volunteer Release and Waiver of Liability Form

This Release and Waiver of Liability (“Release”) by the individual signing below (“Volunteer”) releases Laramie County Community College (“College”), a Community College District existing under the laws of the State of Wyoming and each of its elected and appointed officials, employees, officers, agents, successors, assignees, and volunteers regarding any and all claims arising in direct relation to Volunteer’s assumption of activities related to serving as a volunteer. For purposes of this waiver, “volunteer” does not mean a guest speaker or lecturer providing services of a nominal duration.

Name of Volunteer: _____

Name of Activity/Event/Class: _____

Name of Department: _____

Department Supervisor: _____

Supervisor Phone: _____ Supervisor Email: _____

Approximate Volunteer Hours per Week: _____

Dates of Volunteer Service: START: _____ THROUGH: **JUNE 30, 2020**

Annual Renewal _____ Intermittent _____

1. Volunteer Status: Volunteer desires to provide volunteer services for College and engage in activities related to serving as a volunteer. Volunteer understands that the scope of Volunteer’s relationship with College is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that College will not provide any benefits traditionally associated with employment to Volunteer; and that Volunteer is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of Volunteer’s services to College. Volunteer is performing these services for civic, charitable or humanitarian reasons and as more fully defined by 29 C.F.R. 553.101.

Initials of Volunteer:

_____ By my initials indicated, Volunteer hereby states that Volunteer has not received a promise, expectation or receipt of compensation for services to be rendered;

_____ By my initials indicated, Volunteer hereby states that Volunteer’s services are being offered freely and without pressure or coercion, direct or implied from College;

_____ By my initials indicated, Volunteer is not currently employed by the College to perform the same type of services being offered in a volunteer status.

2. Waiver and Release: Volunteer hereby releases and forever discharges and holds harmless College and its successors and assigns from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from the services Volunteer provides to College. Volunteer understands and acknowledges that this Release discharges College from any liability or claim that Volunteer may have against College with respect to providing volunteer services, including but not limited to: breach of contract, bodily injury, personal injury, illness, death, or property damage that may result from the services Volunteer provides to College or occurring while Volunteer is providing services.

3. Assumption of Risk: Participation in the aforementioned campus activity carries with it certain risks that cannot be

eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks may include, but are not limited to: 1) minor injuries such as but not limited to, scratches, bruises, and sprains; 2) major injuries such as but not limited to eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and 3) catastrophic injuries including but not limited to paralysis and death. I understand, and acknowledge that these and other unforeseeable risks are inherent to participation in the above activity. I hereby assert that my participation is voluntary and I knowingly assume all such risks. Furthermore, I understand that I will be responsible for any medical or other charges in connection with this activity.

4. Insurance: Further, Volunteer understands that College does not assume any responsibility for or obligation to provide financial or other assistance, including but not limited to medical, health, or disability benefits, unemployment benefits, worker's compensation or any other insurance. Volunteer expressly waives any such claim for compensation or liability on the part of College.

5. Release Scope: Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Wyoming and that this Release shall be governed by and interpreted in accordance with the laws of the State of Wyoming. Volunteer agrees that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected. By signing below, Volunteer expresses understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

6. Governmental Immunity: Participant hereby releases, waives, discharges, and covenants not to sue, LCCC, nor any of its elected and appointed officials, employees, officers, agents, successors, assignees, and volunteers regarding any and all claims arising in as a result of Participant's participation in the aforementioned campus activity. I further acknowledge that the Wyoming Recreation Safety Act, WYO. STAT. ANN. § 1-1-121 (2012) et seq., and WYO. STAT. ANN. § 1-1-109 (2012) applies irrespective of the age of the person assuming the risk. To the fullest extent permitted by law, Participant shall indemnify, defend, and hold harmless LCCC, its elected and appointed officials, employees, officers, agents, successors, assignees, and volunteers from any and all claims, lawsuits, losses, and liability arising out of Participant's involvement in this activity. Further, LCCC does not waive its Governmental/Sovereign Immunity by executing or entering into this Waiver/Agreement and specifically retains all immunities and defenses available to it as a governmental entity pursuant to WYO. STAT. ANN. § 1-39-101 (2011), et seq., and all other applicable laws.

7. College Rules: Volunteer agrees to abide by College policies and procedures and any further amendments to the same that govern the operation and activities of the College. Volunteer agrees to comply with any specific instruction or request given by the College.

I hereby certify that I have carefully read the foregoing and acknowledge that I understand and agree to all of the above terms and conditions. I have had the opportunity to ask any and all questions regarding this Release. I am aware that by signing this Release, I assume all risks and waive and release certain substantial rights that I may have. I acknowledge that this Release is binding upon myself, my heirs, executors, administrators, and representatives in the event of my death or incapacity.

Volunteer's Printed Name

Volunteer's Signature

Date

Volunteer's Phone Number

Volunteer's Email Address (Please Print Carefully)

Home Address

City, State

Zip Code

Emergency Contact

Phone Number

Supervisor's Signature**FOR VOLUNTEERS UNDER AGE 18**

I, as the Parent/Guardian of the above named child (volunteer), hereby give permission for my child to serve as a volunteer. I hereby certify that as the Parent/Guardian of the above Volunteer, I have carefully read the foregoing and acknowledge that I understand and agree to all of the above terms and conditions. I have had the opportunity to ask any and all questions regarding this Waiver. I am aware that by signing this Waiver, I assume all risks and waive and release certain substantial rights that I may have. I acknowledge that this Waiver/Agreement is binding upon myself, my heirs, executors, administrators, and representatives in the event of my death or incapacity.

Parent/Guardian's Printed Name

Date

Parent/Guardian's Signature

Phone Number

Home Address

City, State

Zip Code**SUPERVISOR COMPLETES**☐ Basic Background Check☐ Keys☐ Required (For Volunteers Working With Children and/or Handling Money)

Date Completed: _____

☐ Not Required - Human Resources Approval: _____**FOR OFFICE USE ONLY**☐ Human Resources Approval: _____ Date: _____☐ Admin & Finance Approval: _____ Date: _____