

# Duke Forest Volunteer Individual Release and Indemnity Agreement

## PLEASE READ THIS AGREEMENT CAREFULLY

**IT IS A LEGAL CONTRACT AND AFFECTS ANY RIGHTS YOU MAY HAVE IF YOU ARE INJURED OR OTHERWISE SUFFER DAMAGES WHILE PARTICIPATING IN VOLUNTEER ACTIVITIES IN THE DUKE FOREST**

I, \_\_\_\_\_, in consideration of my participation with \_\_\_\_\_  
*print participant name* *print group name if applicable*

as a volunteer in the activities of Duke Forest, hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Duke University, its trustees, officers, employees or agents, (hereinafter referred to as RELEASEES) for any liability, claim, and/or cause of action arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me that occurs as a result of my traveling to and from, and participation in this program.

I further agree to indemnify and hold harmless Duke University, its trustees, officers, employees and agents whether my injury, loss or other damages is caused by my negligence, or the negligence of any third party, and to include court costs and attorneys' fees, that Duke University, its trustees, officers, employees and agents may incur due to my participation.

I hereby give permission for the staff of Duke University to seek emergency assistance (call 911) in the event of an accident, injury, or illness during the period of activity at Duke Forest. I will be responsible for any and all costs of such medical attention and treatment.

I am fully aware of the risks and hazards associated with participation these activities and acknowledge that these risks have been explained to me prior to my participation. These risks include, but are not limited to falls, cuts, breaks, bites, allergic reactions, and strains and could also include injury or loss caused by other Duke Forest users. I hereby elect voluntarily to participate in said activities and fully acknowledge that the activities may be hazardous to me and my property. I voluntarily assume full responsibility and liability for any risk of loss, property damage, or any personal injury, including death that may be sustained by me or any loss or damage to property owned by me as a result of being engaged in such activity. I am aware that Duke University does not provide insurance coverage for volunteers if personally injured or if damage occurs to personal property while acting as a volunteer. I further understand that I am not entitled to Workers Compensation benefits, or any other benefit available to employees of Duke University.

It is my express intent that this Individual Release and Indemnity Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the above-named RELEASEES. I hereby further agree that this Individual Release and Indemnity Agreement shall be construed in accordance with the laws of the state of North Carolina.

In signing this release, I acknowledge and represent that I have read the foregoing Agreement, understand it, and sign it voluntarily.

\_\_\_\_\_  
**DATE OF ACTIVITY**

\_\_\_\_\_  
**Participant's Signature**

\_\_\_\_\_  
**Date Signed**

\_\_\_\_\_  
**Participant's Name Printed**

\_\_\_\_\_  
**Age (on date of activity)**

\_\_\_\_\_  
**Parent or Guardian (if participant is under the age of 18)**

\_\_\_\_\_  
**Date Signed**