

# 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, \_\_\_\_\_, ("Participant") in consideration of my participation with \_\_\_\_\_  
*Print Participant Name* *Print Group Name*  
as a volunteer in the activities of Duke Forest, hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Duke University, its affiliates, trustees, officers, employees, or agents, and all other persons or entities involved in the Experience (hereinafter referred to as "RELEASEES") for any liability, claim, and/or cause of action arising out of or related to any loss, damage, injury, or harm of any sort, including death, that may be sustained by Participant, and for loss or damage to any property belonging to Participant that occurs as a result of or in connection with their Participation in volunteer activities at Duke Forest.

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 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. 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.

The intent and agreement of Participant and Parent or Guardian (if participant is under the age of 18) in signing this release and waiver of liability is that the terms of the waiver and release shall bind any person asserting rights on behalf of Participant or Parent or Guardian, or any person otherwise asserting claims by or through Participant or Parent or Guardian, including a spouse, domestic partner, family members, heirs, assigns, and personal representatives.

The release, waiver, discharge, and covenant not to sue as expressed in this waiver and release is given pursuant to the Uniform Contribution Among Tortfeasors Act, North Carolina General Statutes Section 1B et seq. It is the intention of Participant and Parent or Guardian not only to release any and all claims against RELEASEES, but also to relieve RELEASEES from any liability to make contribution to other tortfeasors on account of any claims.

This Agreement will be governed by the laws of the State of North Carolina, without regard to principles of conflict of laws. Any action based on or arising out of this Agreement shall be brought and maintained exclusively in the Durham-based State of North Carolina court or the Federal District Court for the Middle District of North Carolina. Each of the Parties hereby expressly and irrevocably submits to the jurisdiction of such courts or pertinent appellate courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum.

I am fully aware of the risks and hazards associated with participation in these activities and acknowledge that these risks have been explained to me prior to my participation. These risks and hazards include, but are not limited to falls, cuts, breaks, strains and sprains, the effects (and changes) of weather, heat, humidity, uneven terrain, water conditions, contact with wild and/or poisonous animals (including snakes), insects (including disease-carrying), poisonous plants, allergic reactions, unknown risks and hazards, and injury or loss caused by other Duke Forest users.

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**