

## VOLUNTEER ACKNOWLEDGMENT AND RELEASE AGREEMENT

This Volunteer Acknowledgment and Release Agreement (“Release”) is entered into as of the date of signature (“Effective Date”) between Angelo State University, a Texas public institution of higher education located in San Angelo, Texas (“University”) and the undersigned individual volunteer (“Volunteer”).

1. **Volunteer Activity.** Volunteer desires to enter the University campus to [describe scope of volunteer work] (“Activity”).
2. **Acknowledgment of Risk.** Volunteer acknowledges that the nature of the Activity may expose Volunteer to hazards or risks that may result in personal injury, illness, or death, caused by: (a) engaging in the Activity or events associated with Activity; (b) traveling via any means of transportation to or from the Activity or during the duration of the Activity; (c) exposure to or use of materials, tools, supplies, equipment, machinery, or other items that are associated with or utilized during the Activity or related activities; or (d) exposure to other dangerous conditions associated with the Activity.
3. **Representations of Volunteer.** Volunteer represents that they are: (a) at least eighteen (18) years of age; (b) physically and mentally able, without accommodation, to participate in all aspects of the Activity or related activities; and (c) able to be in the presence of, as well as use, the materials, tools, supplies, machinery, or equipment or other items associated with or utilized during the Activity or related activities.
4. **Conduct and Compliance with Laws and Policies.** Volunteer agrees to comply with all applicable federal, state, and local laws, and University operating policies and direction in Volunteer’s conduct while engaging in the Activity.
5. **Release of University.** Volunteer understands and agrees that University cannot be expected to control or avoid all risks associated with the Activity and related activities; therefore, in consideration of the benefits Volunteer will receive through their participation in the Activity, Volunteer does hereby **RELEASE, PROTECT, INDEMNIFY, AND HOLD HARMLESS, UNIVERSITY AND ITS AFFILIATES, REGENTS, EMPLOYEES, AGENTS, AND VOLUNTEERS FROM AND AGAINST ALL CLAIMS AND CAUSES OF ACTION (INCLUDING COSTS AND ATTORNEY FEES) FOR ANY AND ALL DAMAGE TO PROPERTY, PERSONAL INJURY, ILLNESS, DEATH, AND THOSE THAT OTHERWISE OCCUR, ARISING OUT OF ANY ACTIVITIES CONDUCTED BY, WITH, OR UNDER THE AUSPICES OF THE UNIVERSITY, WHETHER CAUSED BY VOLUNTEER’S NEGLIGENCE, OR THE NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ACTS OR OMISSIONS OF UNIVERSITY OR ITS AFFILIATES, REGENTS, EMPLOYEES, AGENTS, VOLUNTEERS, OR OTHER PERSON RELATED THERETO.**
6. **Emergency Medical Treatment.** Volunteer consents to any emergency medical treatment that may be required as a result of accident or illness arising out of participation in the Activity or related activities; provided, the cost of any such treatment will be Volunteer’s sole responsibility. Volunteer acknowledges that University does not provide health and accident insurance for participants engaged in the Activity or related activities.
7. **Miscellaneous.** This Release shall be construed in accordance with the laws of the State of Texas. If any term or provision of this Release is held invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected. Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas. The sole proper place of venue for any dispute arising out of this Release shall be in Tom Green County, Texas. By their signature below, Volunteer now agrees to be bound by the terms of this Release for the duration of the Activity or related activities, whether such Activity began prior to, on, or after the Effective Date.

*End of Release. Signature page follows.*

**Volunteer:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Volunteer’s Personal Cell Phone Number

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Emergency Contact:**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Emergency Contact Phone Number

\_\_\_\_\_  
Relationship to Volunteer

\_\_\_\_\_  
Alternate Emergency Contact Number/Email