

To be read and signed by any adult coworker (18 and older) performing research in a **volunteer** or **other non-appointed** capacity

**UNIVERSITY OF NOTRE DAME
SCIENTIFIC RESEARCH WAIVER, RELEASE AND INDEMNIFICATION
AGREEMENT**

I, _____, being of legal age, have volunteered to perform scientific research and laboratory work (the "Research") at the University of Notre Dame du Lac ("the University"), Notre Dame, Indiana during the period _____ through _____. I am fully aware that my participation in the Research is totally voluntary.

In consideration of the University's agreement to permit me to participate in the aforementioned Research, the receipt and sufficiency of which consideration is hereby acknowledged, I agree as follows:

1) I, individually, and on behalf of my respective heirs, successors, assigns and personal representatives, hereby release, acquit and forever discharge the University and its employees, students, agents, servants, officers, trustees and representatives (in their official and individual capacities) from any and all liability whatsoever for any and all damages, losses or injuries (including death) to persons or property or both, including but not limited to any claims, demands, actions, causes of action, damages, costs, expenses and attorney's fees, which arise out of, during or in connection with my participation in the aforementioned Research, including but not limited to any damages, losses, or injuries to persons or property or both, which may be sustained or suffered by me or any person in connection with my association with, or participation in the Research, or arising out of my travel to or from the University.

2) I, individually, and on behalf of my respective heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the University and its employees, students, agents, servants, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss or damage they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, judgments, costs or expenses, including attorney's fees, which result from, arise out of or relate to my participation in the Research, or arising out of my travel to or from the University.

3) I agree that this Waiver, Release and Indemnification Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Indiana, and if any portion hereof is held invalid, it is agreed that the balance hereof shall, notwithstanding, continue in full legal force and effect.

4) I represent and warrant that I am covered throughout the Research by a policy of comprehensive health and accident insurance which provides coverage for injuries which I may sustain as part of my participation in the Research. I hereby release and discharge the University of all responsibility and liability for any injuries, illnesses, medical bills, charges or similar expense I may incur while participating in the Research.

5) I hereby acknowledge and accept that there are certain risks including bodily injury and death inherent in scientific laboratories and working with chemicals and biological materials. I have knowingly and voluntarily decided to assume the risk of these inherent dangers in consideration of the University's permission to allow me to participate in the Research.

6) I understand and agree that I am a volunteer and not an employee or agent of the University. As such, I acknowledge that I have no expectation of compensation of any kind for my services, including, but not limited to, monetary compensation, health insurance, or other benefits, nor am I entitled to any employment-related benefit afforded by the University to its employees. I also understand and agree that as a volunteer, I am not entitled to any of the protections or benefits afforded employees by law, including, but not limited to, minimum wage and overtime compensation, worker's compensation insurance, and unemployment compensation insurance.

7) In signing this Waiver, Release, and Indemnification Agreement, I hereby acknowledge and represent that I have read this entire document, that I understand its terms and provisions, that I understand it affects my legal rights and those of my child, that it is a binding Agreement, and that I have signed it knowingly and voluntarily.

Signature

Printed Name

Date

Original → PLC submits to Risk Management and Safety

Copies → PLC, coworker