



**Volunteering in Research Lab**  
**Participant Waiver and Release**

This Waiver and Release Agreement (“Release”) is made as of \_\_\_\_\_, 201\_. The parties to this Release are \_\_\_\_\_ (“Participant”) and Villanova University (“University”). The parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby agree as follows.

1. **Program.** Participant has voluntarily chosen to participate in non-credit work in a research laboratory in the \_\_\_\_\_ under the direct supervision of Dr. \_\_\_\_\_ on the campus of Villanova University (hereafter “Program”).

Program dates: \_\_\_\_\_, 201 to \_\_\_\_\_, 201

Program location: \_\_\_\_\_ Hall

Number of hours per week: \_\_\_\_\_ hours

2. **Assumption of Risk.** Participant understands and agrees that participation in the Program presents risks to Participant and Participant’s property. Such risks may include exposure to potentially serious health and safety hazards and risks of personal injury, property damage or death associated with the various activities in the Program. Individual laboratories vary in the inherent types of potential hazards present. Participant is responsible for researching and evaluating the risks Participant may face and is responsible for Participant’s actions. Any activities that Participant may take part in, whether as a component of the Program or separate from it, will be considered to have been undertaken with Participant’s approval and understanding of any and all risks involved.

While participating in this Program, the Participant will conduct research and experiments as follows:

- \_\_\_\_\_
- \_\_\_\_\_

Participant will be exposed to materials/hazards including, but not limited to:

- \_\_\_\_\_
- \_\_\_\_\_

Prior to beginning work, Dr. \_\_\_\_\_ will train the Participant on the University’s policies regarding working in laboratories and at the University.



3. **Participant Health.** Participant agrees that the Participant:
  - a. Has no physical or medical condition that would prohibit him/ her from or materially increase the risk to him/ her from participating in the Program.
  - b. Has not taken and is not under the influence of any prescription or over the counter drugs or other substances that might adversely affect his/ her ability to participate in the Program.
  - c. Participant authorizes the University, at its sole discretion, to administer to or seek for Participant first aid and other emergency medical services, (including, without limitation, the Heimlich maneuver, mouth-to-mouth resuscitation, cardio-pulmonary resuscitation (CPR) and defibrillation).
  
4. **Adherence to Standards.** Participant understands and agrees that Participant shall: (i) abide by all policies, rules, and regulations of the University, (ii) wear appropriate attire and protective equipment, (iii) abide by all laws, rules, directions, and precautions issued by University or its representatives, by any associated individuals, institutions, or organizations, or by any governmental agency. Participant understands that, in its sole discretion, the University or its representative may terminate Participant's participation in the Program at any time. Reasons for termination may include, but are not limited to: inappropriate conduct or other behavior by Participant deemed detrimental to the best interests of the Program; emergencies; or health or safety considerations.
  
5. **Release of Claims.** Participant and their respective heirs, executors, administrators, employers, agents, representatives, insurers, and attorneys, will not hold liable and hereby release and discharge the University, its officers, trustees, faculty, employees, agents, students, volunteers and representatives (hereafter "released parties") from and waive any and all claims, which may arise from any cause whatsoever, including any negligent act or omission by the released parties. Participant further releases and discharges the released parties from responsibility for any accident, illness, injury including death, or any other consequences arising or resulting directly or indirectly from Participant's participation in the Program. Participant recognizes and agrees that the released parties assume no responsibility for any liability, damage, or injury that may be caused by Participant's negligence or willful acts committed prior to, during, or after participation in the Program, or for any liability, damage, or injury caused by the intentional or negligent acts or omissions of any other participant in the Program, or caused by any other person. Participant recognizes that this Release means Participant is giving up, among other things, rights to sue the released parties for injuries, damages or losses they may incur. Participant also understands that this Release binds their heirs, executors, administrators and assigns, as well as Participant.



6. **Insurance.** Participant agrees that Participant is responsible for all Participant's own loss, liability and expenses, including any medical expenses incurred in connection with the Program. Participant agrees, as a condition of participating in the Program, to maintain adequate health and accident insurance to cover any medical expenses incurred during or as a result of participation in the Program. Participant understands that the University does not carry or maintain health, medical or disability insurance coverage for participants in the Program. In addition, the University is not responsible for any medical bills the Participant may incur as part of the Program. Participant understands and acknowledge that the University does not carry property insurance that applies to theft or loss of Participant's personal property. Participant understands that the University will not be responsible for any physical damage to or theft or loss of property owned by Participant.
7. **Governing Law.** This Release shall be construed in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania, without regard to choice or conflicts of law provisions.
8. **Construction and Scope of Agreement.** The language of all parts of this Release shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This Release is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This Release supersedes any earlier written or oral understandings or agreements between the parties.

Participant acknowledges that Participant has read this Release and understand its meaning and effect and agree to be legally bound by its terms. Participant certifies that Participant is 18 years of age or older.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Telephone Number: \_\_\_\_\_