

Risk Management

The Office of Risk Management provides guidance and support to university departments by reviewing business activities and components of on-going programs for purposes of identifying and assessing risks, assisting with the development of risk mitigation plans and monitoring the effectiveness of plans to minimize losses and increase the likelihood of positive business outcomes.

Direct risk management functions of the office include responsibility for the university's property insurance, assessment and purchase of certain ancillary insurance policies, and third-party contract liability and insurance review.

- [Volunteer Release](#)
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Volunteer Release

As a volunteer participant in , (EVENT NAME)
on , at Arkansas State University, I recognize and
(EVENT DATE)

acknowledge that certain risks of personal physical injury, property damage, or other losses exist.

I agree to assume all risks of any such personal injuries, property damages, or other losses that I may sustain as a result of my participation in this event.

I do hereby fully release and discharge Arkansas State University, its officers, agents and employees from any and all claims for personal injuries, property damages or other loss that I may suffer on account of my participation in this event.

I further agree to indemnify and hold harmless Arkansas State University, its officers, agents and employees from all claims, suits, actions, injuries, damages, and losses sustained by me and arising out of, connected with, or in any way associated with my participation in this event.

I HAVE FULLY READ AND UNDERSTAND THE FOREGOING.

Name (Print)

Signature _____

Date _____

Liability for Events

DATE: ACTIVITY:

VENUE:

I ("Participant"), being over the age of eighteen years, have chosen to willingly participate in the above-listed activity(ies) hosted by Arkansas State University.

I recognize and acknowledge that certain risks of personal physical injury, property damage, or other losses, up to and including death, exist with respect to participation in the activity(ies) and further agree to:

Assume all risks of any such personal injuries, property damages, or other losses that participant may sustain as a result of participation in these activity(ies), including all losses incurred while entering, exiting, or being present in the Arkansas State University-sponsored activity(ies).

Fully release and discharge Arkansas State University-Jonesboro, the ASU System, its Board of Trustees, its officers, agents and employees (hereinafter collectively referred to as the "College") from any and all claims from personal injuries, property damages or other loss that I may suffer on account of participation in said events including losses incurred while entering, exiting, or being present in the Arkansas State University-sponsored activity(ies).

Indemnify and hold harmless the College, from all claims, suits, actions, injuries, damages, and losses sustained and arising out of, connected, with, or in any way associated with my participation in said activity(ies) including losses incurred while entering, exiting, or being present in the Arkansas State University-sponsored activity(ies).

HAVE FULLY READ AND UNDERSTAND THE FOREGOING.

Name of Participant (Print)

Signature of Participant

Date

Liability Waiver for minor participants with events

RELEASE OF ALL CLAIMS FOR PERSONAL INJURY AND
PROPERTY DAMAGE

PARENT OR LEGAL GUARDIAN CONSENT FOR PARTICIPATION:
IN ARKANSAS STATE UNIVERSITY-SPONSORED EVENTS

DATE: ACTIVITY:

VENUE:

As the parent or legal guardian of ,
(Participant's Name)

I give my consent and approval for
(Participant's Name)

to participate in the above-listed activity(ies) hosted by Arkansas State University.

I recognize and acknowledge that certain risks of personal physical injury,
property damage, or other losses, up to and including death, exist with
respect to participation in the activity(ies) and further agree to:

Assume all risks of any such personal injuries, property damages, or other losses that
participant may sustain as a result of participation in these activity(ies), including all losses
incurred while entering, exiting, or being present in the Arkansas State University-sponsored
activity(ies).

Fully release and discharge Arkansas State University-Jonesboro, the ASU System, its
Board of Trustees, its officers, agents and employees (hereinafter collectively referred to as the
"College") from any and all claims from personal injuries, property damages or other loss that
I may suffer on account of participation in said events including losses incurred while entering,
exiting, or being present in the Arkansas State University-sponsored activity(ies).

Indemnify and hold harmless the College, from all claims, suits, actions, injuries,
damages, and losses sustained and arising out of, connected, with, or in any way associated with
my participation in said activity(ies) including losses incurred while entering, exiting, or being
present in the Arkansas State University-sponsored activity(ies).

HAVE FULLY READ AND UNDERSTAND THE FOREGOING.

Name of Parent or Legal Guardian (Print)

Signature of Parent or Legal Guardian

Date

Student Trip release

RELEASE OF ALL CLAIMS FOR PERSONAL INJURY AND PROPERTY DAMAGE

STUDENT TRAVEL PARTICIPATION

I, , a student at Arkansas State University over the age of eighteen (18), have chosen
student name

to participate in student travel to
location(s)

on .

date(s)

I AM AWARE that participating in travel carries the risk of personal injury, property damage, or other losses.

I HEREBY FULLY RELEASE AND DISCHARGE Arkansas State University and its officers, agents, and employees from any and all claims for personal injury, property damage, or other losses resulting from my participation in this travel.

I HEREBY ASSUME ALL RISK of personal injury, property damage, and other losses which may result from my participation in this travel.

I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS Arkansas State University, its officers, agents, and employees from all claims, suits actions, injuries, damages, and losses sustained by me and arising out of, connected with, or in any way associated with my participation in this travel.

I HAVE FULLY READ AND UNDERSTAND THE FOREGOING.

STUDENT (print name)

STUDENT (signature) DATE

Department

*Department Contact Contact Phone Number

* Attach form to appropriate travel request and submit to Travel Services PRIOR TO TRAVEL

Third Party Release

RELEASE OF ALL CLAIMS AND

INDEMNITY AND HOLD HARMLESS AGREEMENT

THIRD PARTY USE OF ARKANSAS STATE UNIVERSITY PREMISES

With respect to the

event name

to be conducted by

sponsor

on on the premises of Arkansas State University, date

HEREBY

SPONSOR

ASSUMES ALL RISKS OF PERSONAL INJURY, PROPERTY DAMAGE,

OR OTHER LOSS SUSTAINED BY ANY PERSON ATTENDING OR

PARTICIPATING IN ANY WAY WITH THE EVENT,

RELEASES Arkansas State University, its employees, officers, and

agents, from any and all claims for personal injury, property

damage, or other loss which may occur in association with this

event,

ACCEPTS FULL RESPONSIBILITY FOR ORGANIZING, SUPERVISING, AND

CONDUCTING ALL ACTIVITIES ASSOCIATED WITH THIS EVENT, AND

AGREES TO INDEMNIFY AND HOLD HARMLESS Arkansas State

University, its employees, officers, and agents from any and all

losses, costs, causes of action, claims, or damages to either person

or property that relate to or arise from any activities connected to

this event.

Authorized Signatory for

sponsor

Signature

Print Name

Title

Date

Facilities and Equipment Use Agreement

This Agreement (the "Agreement") is made and entered into on this ____ day of _____, 20____, between ARKANSAS STATE UNIVERSITY ("ASU") and _____ ("Employee").

In consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASU and Employee agree as follows:

1. TERM OF AGREEMENT.

This Agreement shall commence as of the date of this Agreement and terminate _____ unless earlier terminated in accordance with the provisions hereof.

2. PURPOSE OF AGREEMENT

A part of the mission of Arkansas State University is to provide service. From time to time, ASU employees contract with sources outside the university for research, studies, evaluations, or other activities ("Third Party Agreement"). When these outside activities are performed on ASU property utilizing ASU facilities and equipment, it is appropriate that the employee compensate ASU for the cost of conducting these activities. ASU is agreeable to providing facilities and equipment for conducting third party agreements for reasonable compensation. Employee is agreeable to paying reasonable compensation to ASU for use of facilities and equipment to conduct third party agreements.

3. APPROVAL OF THIRD PARTY AGREEMENTS

When ASU facilities or equipment are being used to perform third party agreements, those third party agreements must be approved by the office of _____ to ensure that all legal requirements are met and that no conflict of interest exists.

4. USE OF FACILITIES AND EQUIPMENT

Upon approval of a third party agreement, ASU will make available to employee the following facilities and equipment

. Said facilities shall be available during regular working hours or during such times as employee requires said facilities to perform the tasks of the third party agreement.

5. OBLIGATIONS AND DUTIES OF THE EMPLOYEE.

The Employee shall pay to ASU

for use of facilities and equipment to conduct the Third Party Agreement. Employee shall keep

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said facilities in good and safe working order and shall immediately report any damage to facilities or equipment occurring during the course of performing activities pursuant to the third party contract. Employee shall indemnify and hold harmless ASU for any damages, whether in tort or contract, arising from the Third Party Agreement. Employee shall comply with all requirements of the Faculty Handbook of Policies and Procedures in conducting said Third Party Agreement, including any provisions related to intellectual property created as a result of that agreement.

6. TERMINATION.

Either party may terminate this agreement before its term upon giving thirty days written

notice.

7. IMMUNITY

Arkansas State University is an agency of the State of Arkansas. Both the Eleventh Amendment to the United States Constitution and Constitution of the State of Arkansas grant sovereign immunity to the State and its agencies. Because of the Constitutional grant of sovereign immunity, Arkansas State University has no authority to enter into a covenant or agreement to hold a party harmless or to indemnify a party from damages. Any claim for damages against Arkansas State University must be presented to the Arkansas State Claims Commission. Nothing in this contract is intended to nor shall it waive the sovereign immunity of Arkansas State University. Any provision of this contract which is in conflict with the laws of the State of Arkansas is null and void.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and supersedes any contemporaneous or previous written or oral agreements, representations or undertakings concerning the matters and arrangements provided for in this Agreement. No supplement, modification or amendment to this Agreement will be binding unless such supplement, modification or amendment is in writing and signed by all parties.

9. WAIVER

A waiver of any provisions of this Agreement will not be considered a waiver of any other provision, whether or not similar, nor will any waiver on one occasion constitute a continuing or permanent waiver.

10. NOTICE

Any request, notice or other communication to be given under this Agreement must be in writing and delivered personally or by messenger, private mail, courier service, facsimile or sent by registered, certified mail, return receipt requested, or postage prepaid, as follows:

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To Arkansas State University :

Jonesboro, Arkansas

To Employee: _____

All notices will be considered effective (i) upon receipt if delivered personally or by messenger or private mail courier, (ii) on the business day of successful transmission by facsimile or (iii) otherwise on the third business day after deposit in the U.S. mail.

11. HEADINGS

Captions of the articles and sections of this Agreement are for convenience only and must not be interpreted or construed to explain, modify, amplify or aid in the interpretation, construction or meaning of any provision of this Agreement.

12 SUCCESSORS

The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto, and their respective legal representatives, successors and assigns.

13 ADDITIONAL DOCUMENTS

The parties shall execute any additional documents reasonably necessary to effectuate the provisions and purposes of this Agreement.

14. COUNTERPARTS

This Agreement may be executed in one or more counterparts, including facsimile copies,

each of which will be considered to be an original. All those counterparts together will constitute the same instrument, which may be sufficiently evidenced by one counterpart. The signing of this Agreement at different times and places by the parties will not affect the validity of this Agreement.

15. SEVERABILITY

Any provisions herein declared invalid under any law shall not invalidate any other provision of this Agreement.

16. APPLICABLE LAW

This Agreement and the documents provided for herein shall be governed by, and construed in accordance with, the laws of the State of Arkansas.

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IN WITNESS WHEREOF, the parties have respectively signed this Agreement by their duly authorized officers as of the date and year first above written.

EMPLOYEE:

ARKANSAS STATE UNIVERSITY

By