STATE OF SOUTH DAKOTA
ACCIDENT NOTIFICATION INFORMATION

In case of an accident involving a fatality, serious bodily injury, or serious property damage immediately report the accident to Claims Associates, Inc., in Sioux Falls at their 24 hour emergency number, 1-888-430-2249. Then report to your agency contact.

For all other accidents, report to your agency contact as soon as possible.

Make no statement to anyone that you were at fault or liable for the accident.

If you have any questions, contact the South Dakota Office of Risk Management at 605-773-5879.

Please contact the Risk Management Office at
(605) 773-5879 for a Claimant’s Report of Accident Form.

FACILITIES USE AGREEMENT INDEMNIFICATION AND INSURANCE CLAUSE

User agrees to indemnify and hold the State, and its officers, agents and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of, or in connection with the use of the facilities described herein. It is the intention of the parties that the State, and its officers, agents and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the user and those it brings onto the premises due to accidents, mishaps, misconduct, negligence or injuries, either in person or property.

User expressly assumes full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of the facilities pursuant to this agreement, and agrees to pay the State for all damages caused to the facilities resulting from user's activities hereunder.

User represents that its activities, pursuant to this agreement, will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. User acknowledges that the State has no duty to and will not provide supervision of the activity.

User shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than _____ each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.

___ days prior to commencement of this Agreement, User shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and provide that such insurance shall not be canceled, except on 30 days' prior written notice to the State.

I HAVE READ THIS AGREEMENT

Name_____ Address_____-
_____

Signature_____

Date_____

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND INDEMNITY AGREEMENT AND CONSENT TO MEDICAL TREATMENT

By my signature below, I acknowledge that I am aware of, appreciate the character of, and voluntarily assume the risks involved in participating in

_____
_
_____
_

By my signature below, on behalf of myself, my heirs, next of kin, successors in interest, assigns, personal representatives, and agents, I hereby:

1. Waive any claim or cause of action against and release from liability the State of South Dakota, its officers, employees, and agents for any liability for injuries to my person or property resulting from my participation in the activity listed above;

2. Agree to indemnify and hold harmless the State of South Dakota, its officers, employees, and agents for any claims, causes of action, or liability to any other person arising from my participation in the activity listed above; and

3. Consent to receive any medical treatment deemed advisable during my participation in the activity listed above.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND INDEMNITY AGREEMENT AND CONSENT TO MEDICAL TREATMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Name _____ Date of Birth
_____

Signature _____
Address_____

Date_____

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND INDEMNITY AGREEMENT AND CONSENT TO MEDICAL TREATMENT

By our signatures below, we acknowledge that we are aware of, appreciate the character of, and voluntarily assume the risks involved in participating in

_____
_____
__

By our signatures below, on behalf of ourselves, our heirs, next of kin, successors in interest, assigns, personal representatives, and agents, we hereby:

1. Waive any claim or cause of action against and release from liability the State of South Dakota, its officers, employees, and agents for any liability for injuries to person or property resulting from participation in the activity listed above;

2. Agree to indemnify and hold harmless the State of South Dakota, its officers, employees, and agents for any claims, causes of action, or liability to any other person arising from participation in the activity listed above;

3. Consent to receive any medical treatment deemed advisable during participation in the activity listed above; and

4. Acknowledge that we are signing below as a minor child and as the parent or legal guardian of the minor child named below.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND INDEMNITY AGREEMENT AND CONSENT TO MEDICAL TREATMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Minor's Name _____ Date of Birth _____

Signature _____

Address_____
_

Date_____

Guardian's Name_____ Date of Birth_____

Signature _____ Address _____

Date_____

VOLUNTEER INFORMATION SHEET
(Complete a Separate Sheet for Each Volunteer)

Name: _____

Address: _____

City: _____ State:_____ Zip: _____

Telephone #: _____ Social Security #: _____

****

Department: _____ Division/Office: _____

Work Site/Location: _____

Position: _____

Dates of Service: Start_____ End _____

Approximate hours per week: _____

Supervisor's Name and Title: _____

Supervisor's Telephone #: _____

****

AUTHORIZATION:

_____ _____
Supervisor Date

_____ _____
Supervisor Date

_____ _____
Department Secretary Date

COMPLETE THIS DOCUMENT AND FORWARD APPROVED COPY TO YOUR AGENCY PERSONNEL OFFICER, 445 EAST CAPITOL, PIERRE, SD 57501-3185.

SOUTH DAKOTA

VOLUNTEER WORK AGREEMENT

I, _____ agree to perform the duties and responsibilities of the volunteer position mutually agreed to by myself and the South Dakota Department of _____.

I understand that my services are voluntary, that I will not be compensated and that volunteer workers are provided worker's compensation coverage. I also understand that I will be covered by the same terms and conditions applicable to state employees according to the liability coverage program for public entities while performing volunteer activities.

This agreement may be canceled at any time by notification to either party.

I have read the above agreement, understand it and agree to serve as a volunteer

_____ at_____

from_____through _____.
(date) (date)