

In-Person Volunteer Agreement and Waiver of Liability
Name of Institution

Note on the Template: *This longer, more complex waiver reflects stronger legal language for the institution, and encompasses both in person and remote activities. This agreement should only be executed at institutions that have not prohibited in-person volunteer work and community engagement for 2020-21. Its intention is to provide a safeguard in cases where institutional, state, and federal policies do permit in-person volunteer work. The first recommendation for Bonner Program staff here is to share this form with your Risk Management and/or relevant department. Depending on your institution's approach, you may then edit the language to match other forms and protocol. Should you choose to adapt this waiver, you should consult with your Risk Management or appropriate office. It is based on a model from Maryville College, which has been used previously and updated to integrate implications of COVID-19.*

RELEASE AND HOLD HARMLESS AGREEMENT AND CONDITIONS OF PARTICIPATION

THIS IS A LEGAL DOCUMENT WHICH INCLUDES A RELEASE OF LIABILITY.
READ IT CAREFULLY BEFORE SIGNING.

Name: _____
Last First M.I.

Place of Residence: _____
Street City, State Zip

Home Phone: _____ Cell Phone: _____

Email Address (Campus): _____

Name of Emergency Contact Person: _____

Phone Number of Emergency Contact Person: _____

Volunteer Position or Role in Community: _____

Volunteer Supervisor: _____

1. In signing this agreement, I acknowledge that the novel coronavirus, COVID-19, is a stated worldwide pandemic, as declared by the World Health Organization and CDC. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participating in these activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 while participating in the activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, ***Name of Institution*** employees and volunteers, other persons involved with and/or participating in the

activities. I fully accept and assume all such risks, whether or not identified herein, and assume all responsibility for losses and damages which may suffer as a result of participating in the activities.

2. I agree to perform services on behalf of ***Name of Institution*** and ***Name of Center/Program*** strictly as a volunteer, and verify that I am performing such services without being under any contract for hire, express or implied, as either an employee or independent contractor. As a volunteer, I do not expect remuneration for the services I provide.
3. I will not present myself as, or claim to be, acting in the capacity of an officer, employee, or servant of the ***Name of Institution*** and will not make any claim, demand or application for any right or privilege which might be claimed, demanded or applied for by a person employed by the ***Name of Institution***, including, without limitation, workers' compensation, unemployment insurance, social security, salary, bonuses, retirement, or any like employment benefit under applicable law or custom. All rights under ***Name of State*** law applicable to the employees of the ***Name of Institution*** are hereby expressly waived.
4. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, also agree to indemnify the ***Name of Institution*** and all of its related organizations, employees, agents, officers, and representatives in their official and individual capacities (Releasees), and hold the same harmless from any and all liability whatsoever against any and all injury, loss, damage, liability, cost, penalty or expense of any kind (including but not limited to attorneys' fees) which may be incurred by the ***Name of Institution***, myself or any third party, arising out of, resulting from, occurring during, or connected in any manner with my participation as a volunteer in any event or activity sponsored or authorized by the ***Name of Institution***, except that which constitutes gross negligence, or intentional, willful or wanton misconduct by the Releasees.
5. I acknowledge that I am responsible for any costs related to illness or injury that may result from my service as a volunteer to the ***Name of Institution***. I acknowledge that I am responsible for obtaining and sustaining my own health and auto insurance coverages. In addition, I understand that services of the ***Name of Institution Clinic*** are available only to active, eligible students.
6. I authorize the ***Name of Institution*** to seek and consent to receive medical treatment in the event of injury, accident or illness during my participation in any ***Name of Institution*** program activity or event and I accept financial responsibility for all expenses related to my medical treatment as well as travel to receive medical treatment.
7. I agree to comply with all federal and state laws and ***Name of Institution*** policies and procedures, including maintaining strict confidentiality of any protected student, personnel, or other data. Failure to do so will result in my disqualification as a volunteer.
8. I understand that I may be required to undergo appropriate background screening depending on my volunteer duties, and if required by the nonprofit site or supervisor.
9. I understand that if driving may be part of my assigned services as a volunteer, such as transporting students or university equipment, ***Name of Institution*** requires that I must maintain an acceptable

driving record and a valid state Driver's License. Also, I may be required to participate in a safe driving program at the expense of the College. If I agree to use my personal vehicle in the course of my volunteer services, I understand that my auto insurance is always primary.

- a. *Check Here _____ if the volunteer's assigned services may include driving i. (i.e. transporting people, equipment, etc.).
- b. Indicate all driving that may apply to volunteer's duties:

10. Rental vehicle _____ College vehicle _____ Personal vehicle _____

Note: you may also wish to consult recommendations for traveling in vehicles during COVID-19. Do not check if personal auto is only used to get to campus for volunteer work.

11. In signing this document, I hereby acknowledge that I have read this entire document, that I understand its terms, that I am at least eighteen (18) years of age, and that I have signed it knowingly and voluntarily.

Prior to signing this document you acknowledge the following.

I have read the foregoing release and agreement; understand that I will give up substantial rights by signing it, including but not limited to, the right to sue and collect damages for personal injury claims, negligence claims, real and personal property claims, and other similar claims; sign it freely and without any inducement or assurance of any nature not stated herein; intend it to be a complete and unconditional release and assumption of risk to the greatest extent allowed by law; and agree that if any portion of this release and agreement is held invalid that the remainder shall continue in full force and effect. No oral representations, statements, or inducements, apart from the foregoing written Agreement have been made. This release contains the entire agreement between the parties related to the subjects contained therein.

AGREED BY:

Signature of Volunteer

Date

ACKNOWLEDGED AND AGREED BY NAME OF INSTITUTION:

Signature of Institution Representative

Date

CC: Human Resources