

# Volunteer Agreement and Waiver of Liability

## MARYVILLE COLLEGE

### 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.

Home Address: \_\_\_\_\_  
Street City, State Zip

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Name of Emergency Contact Person: \_\_\_\_\_

Phone Number of Emergency Contact Person: \_\_\_\_\_

Volunteer Position: \_\_\_\_\_

Volunteer Supervisor: \_\_\_\_\_

1. I understand that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. 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, Maryville College 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 Maryville College (the College) 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 College 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 College, 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 Tennessee law applicable to the employees of the College are hereby expressly waived.
4. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, also agree to indemnify the College 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 College, 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 College, 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 College. 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 Student Health Clinic are available only to active, eligible students.

6. I authorize the College to seek and consent to receive medical treatment in the event of injury, accident or illness during my participation in any College 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 College 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 since my services at Maryville College are voluntary, either the College or I may terminate them at any time, with or without cause.
9. I understand that I may be required to undergo an appropriate background screening depending on my volunteer duties.
10. I understand that if driving may be part of my assigned services as a volunteer, such as transporting students or university equipment, Maryville College requires that I must maintain an acceptable driving record and a valid Tennessee Driver's License and I will be required to submit to a motor vehicle record (MVR) check at the College's expense. 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:
11. Rental vehicle \_\_\_\_\_ College vehicle \_\_\_\_\_ Personal vehicle \_\_\_\_\_  
 \*do not check if personal auto is only used to get to campus for volunteer work.
12. 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

\_\_\_\_\_  
Printed Name of Volunteer

**ACKNOWLEDGED AND AGREED BY MARYVILLE COLLEGE:**

\_\_\_\_\_  
Signature of Maryville College Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Maryville College Representative

CC: Human Resources