

## **Volunteer Agreement**

## **Volunteer's Information:**

| First Name:  | Middle Name:   | Last Name:   | Last Name:  |  |
|--|--|--|---|--|
| Address:   | City:  | State:   | Zip:  |  |
| Primary Phone:   | Alternate Phone:   | Email Address:   |   |  |
| Volunteer Assignment In  |  |  |   |  |
| Reporting Department/Area:   | Supervisor of Volunteer:   | Starting Date:   | Ending Date:  |  |
|  |  |  |   |  |
| Requirements:  Are you age 16 or greater?  ☐ Yes ☐ No  |  |  |   |  |
| Do you currently have a valid ☐ Yes ☐ No ☐ N/A   | I driver's license? (Only applica  | able if driving in Volur   | nteer Role)?  |  |
| Do you currently have a valid Volunteer Role)? ☐ Yes ☐ No ☐ N/A  | I GA commercial driver's licens  | se (CDL)? (Only appli  | cable if driving in   |  |
| Special Considerations:  |  |  |   |  |
|  |  |  |   |  |
| In connection with your application reports or investigative consumer and sexual offender status and minvolve significant fiscal oversight by the Office of Human Resour Investigation Consent Form. | reports will be requested about<br>ay involve public record or var<br>, we will conduct a credit check | ut you including inforr<br>ious federal, state, or<br>k. <b>Once your Volunt</b> | mation about criminal record<br>r local agencies. If your duties<br>teer <b>Application is received</b> |  |
| BY SIGNING BELOW, I certify th is accurate and complete to the buntil I receive confirmation from  | est of my knowledge. I under   | stand that my volun  | teer efforts shall not begin  |  |
| Applicant's Signature and D  | ate  |  |   |  |



## Volunteer Agreement Release and Waiver of Liability

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR RIGHTS.

| This Release and Waiver of Liability (the "Release") is executed on this      | day of               | , 20                | , by |
|---|----------------------|---------------------|------|
|   | (DAY)                | (MONTH)             |      |
|   | (printed name        | of Volunteer)       |      |
|   | -                    |                     |      |
| The Volunteer desires to work as a volunteer for Fort Valley State University | ereity and to engage | a in the activities | 2    |

The Volunteer desires to work as a volunteer for Fort Valley State University and to engage in the activities related to being a volunteer. The volunteer understands that the activities may include a variety of skills and physical exertion.

The Volunteer does hereby freely, voluntarily, and without duress execute this Release under the following terms:

1. **Waivers and Release.** Volunteer does hereby release and forever discharge and hold harmless Fort Valley State University and its officers, directors, employees, agents, volunteers, students and assigns from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's work for Fort Valley State University.

Volunteer understands and acknowledges that this Release discharges Fort Valley State University from any liability or claim that the Volunteer may have against Fort Valley State University with respect to any bodily injury, personal injury, illness, death or property damage that may result from Volunteer's work for Fort Valley State University whether caused by the negligence of Fort Valley State University or its officers, directors, employees, agents, volunteers, students or otherwise. Volunteer also understands that, except as otherwise agreed to by Fort Valley State University in writing, Fort Valley State University does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical health, or disability insurance, in the event of injury or illness.

- 2. **Medical Treatment**. Except as otherwise agreed to by Fort Valley State University in writing, Volunteer does hereby release and forever discharge and hold harmless Fort Valley State University and its successors and assigns from any and all liability or claims which arise or may hereafter arise on account of any first aid, treatment, or service rendered in connection with Volunteer's work for Fort Valley State University.
- 3. **Assumption of Risk**. The Volunteer understands that the work for Fort Valley State University may include activities that may be hazardous to the volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from work sites. The Volunteer hereby expressly and specifically assumes the risk of injury or harm in these activities and releases Fort Valley State University from all liability for injury, illness, and death or property damage resulting from the activities the Volunteer performs on behalf of Fort Valley State University.
- **4. Insurance.** The Volunteer understands that, except as otherwise agreed to by Fort Valley State University in writing, Fort Valley State University does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. **Each volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.**

I understand that FVSU is self-insured through the Department of Administrative Services for liability associated with motor vehicle accidents involving motor vehicles provided by FVSU for volunteer programs organized, controlled and directed by FVSU for the purposes of carrying out the functions of FVSU. I understand that, as a volunteer, I will be covered for injuries and/or property damage I cause others while acting in the course of my volunteer duties to operate a motor vehicle provided by Fort Valley State University. This coverage is subject to the provisions contained in the Georgia Tort Claims Act (O.C.G.A. 50-21-20 et. seq.) including the maximum limits of coverage of \$1,000,000 per person and \$3,000,000 in the aggregate. **COVERAGE DOES NOT APPLY WHEN I DEVIATE FROM THE COURSE OF MY VOLUNTEER DUTIES.** 



## Volunteer Agreement

- 5. **Photographic Release**. Volunteer does hereby grant and convey unto Fort Valley State University all rights, title, and interest in any and all photographic images and video or audio recordings made by Fort Valley State University during the Volunteer's work for Fort Valley State University, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
- 6. **Non-Employment**. Volunteer does hereby confirm and acknowledge that his/her services are voluntarily offered and are rendered as a Fort Valley State University non-compensated volunteer to assist with the general activities and programs associated with the University. Volunteer acknowledges and understands that s/he is not an employee of Fort Valley State University and will receive no pay, benefits, or other privileges of employment of any kind for services rendered, including, but not limited to, salary, travel, parking, reimbursement for transportation, or any other expenses whatsoever which may be incidental to his/her services as a volunteer. Volunteer acknowledges and understands that because he/she is not an employee of Fort Valley State, s/he is not entitled to any benefits normally associated with employment, such as workers' compensation, unemployment compensation, retirement, and paid leave accrual.
- 7. **Confidentiality**. Volunteer acknowledges that during his/her voluntary services or participation, s/he might have access to, or be exposed to confidential information of Fort Valley State University which may include, but not limited to; social security numbers, addresses, telephone numbers, files, correspondence, health or personal information, as well as conversations, electronic records, emails, data bases and recordings. In the performance of duties, Volunteer may gain access to sensitive or confidential information and records that may be protected from disclosure by federal or state law. Examples include education records protected under the Family Educational Rights and Privacy Act of 1974 (FERPA), medical records protected by The Health Insurance Portability and Accountability Act of 1996, and employee records that are protected from disclosure under the Georgia Public Information Act. Volunteer understands that unauthorized disclosure of such Protected Information can adversely impact the College, individual persons, or affiliated organizations. Volunteer acknowledges that disclosure of such information could cause irreparable harm or damage to Fort Valley State University, its employees and/or students. S/he therefore agree that to keep confidential and not disclose any information acquired from Fort Valley State University, its staff, students, agents, or representatives inconnection with this agreement, services, or participation. Volunteer acknowledges and agrees that his/her obligation to maintain confidentiality does not expire and remains in effect even after this agreement for services has expired.

I certify that this information is true and accurate to the best of my knowledge, and I release and hold harmless Fort Valley State University for any inaccuracy or misrepresentation.

Required Signatures:

| Roquii ou Oigilatai oo.       |       |
|-------------------------------|-------|
| Volunteer:                    | Date  |
| Parent/Guardian (if under 18) | Date  |
| Supervisor:                   | Date: |
| Dean/Vice President:          | Date: |
| Human Resources Use Only      |       |
| Authorized By:                |       |
| (Signature)                   |       |
| (Date)                        |       |