



The University of Alabama

VOLUNTEER AGREEMENT AND RELEASE

Department Name:	Supervisor:
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I, _____ (the “Volunteer”), in exchange for the opportunity to volunteer as _____ at The University of Alabama (“the University”) and the social, recreational, educational, and other benefits that accompany that opportunity (collectively “volunteer assignment”), agree to the following:

1. This volunteer assignment begins _____, 20__ and is expected to continue through _____, 20___. The Volunteer’s expected schedule is as follows:

2. Both the Volunteer and the University have the right to terminate this volunteer assignment at any time, for any reason, and without advance notice.

During the volunteer assignment, the Volunteer will perform services under the direction and control of the following University employee(s):

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The Volunteer agrees to follow the directions of the designated University employee(s) and to abide by University policies and procedures while carrying out these volunteer services. The Volunteer acknowledges that they have received or been directed to a place to find University policies (<http://policies.ua.edu/>).

3. The Volunteer agrees that, regardless of any existing employment relationship with the University, they are acting exclusively in a volunteer capacity and are not providing compensable services as an employee of the University of Alabama while acting within the scope of their volunteer assignment. The Volunteer undertakes this assignment for civic, charitable, humanitarian or academic citizenship reasons; there has been no promise, expectation, or receipt of compensation, including benefits or insurance. The Volunteer voluntarily undertakes the volunteer assignment of their own free will and solely for their own benefit. As noted in paragraph 5, liability coverage may be applicable in some circumstances.

4. The Volunteer understands that, in their capacity as a volunteer, they do not qualify for worker’s compensation benefits or medical insurance benefits from the University and should carry their own personal medical insurance to cover any personal medical expenses that might arise during the volunteer assignment.

5. The Board of Trustees of the University of Alabama maintains a Comprehensive General Liability trust fund (CGL). Pursuant to the terms of the CGL, the Volunteer may be eligible for legal defense and/or indemnification by the University. This coverage may apply only if someone outside of the University brings a claim against the Volunteer based on services performed by the Volunteer on behalf of the University with its permission or approval, or under its direction, but only while acting within the scope of such request, permission, approval, or direction at the time of the occurrence. Volunteer understands that coverage does not apply when they deviate from the course of their volunteer duties. Personal medical insurance may be the University’s group health plan if the Volunteer is an employee enrolled in the University’s group health plan.

6. To the extent that the Volunteer is not a citizen or permanent resident of the United States, Volunteer certifies that they have an appropriate Visa status that authorizes the Volunteer to be present in the United States and allows the Volunteer to participate in this volunteer experience.

7. The parties agree that this document is the entire agreement, and no agreement, oral or written, exists outside of this agreement.

Liability Release. THIS IS A RELEASE OF LIABILITY. Volunteer knowingly and voluntarily waives, releases, exculpates, and discharges the Board of Trustees of the University of Alabama, including the University of Alabama,

foundations affiliated therewith, and their respective trustees, officers, employees, agents, representatives and volunteers (collectively "UA") from and against any and all loss, injury, death, claims, actions, suits, proceedings, settlements, damages, costs, fees, and expenses, at law or equity, known and unknown, foreseen and unforeseen connected with, arising from, or related to the volunteer assignment ("Potential Liabilities"). By signing this form, Volunteer voluntarily agrees to discharge UA in advance from all such Potential Liabilities.

Indemnification. Volunteer agrees to hold harmless and indemnify UA from and against all Potential Liabilities related to, connected with, or arising from Volunteer's involvement or participation in the volunteer assignment.

Assumption of Risk. Volunteer understands and acknowledges that there are risks, including significant risks, inherent in all activities that can result in loss, damages, injury, or death, including, without limitation, activities potentially related to the volunteer assignment like the following: travel risks such as accidents, crashes, and risks from autos operated by UA as well as autos operated by other individuals or entities, poorly maintained roads, sidewalks; premises risks, including those that may be owned by others and risks from water, such as drowning; injury risks from falls, collisions, or accidents (such as concussions, cuts, bruises, torn muscles, sprains, broken bones, etc.); outdoor risks, such as weather, lightning, heat or cold, bites, stings, allergic reactions, dehydration, heat stroke, hypothermia, drowning, sunburn, animals, and limited access to medical care; risks from others involved in the assignment (such as transmitted illnesses or others' actions); health risks, such as concussion(s), respiratory events, neck/spinal injuries, heart attacks, sudden illness, non-fatal/fatal drowning and other risks inherent in any strenuous activities, including, but not limited to, the injury risks identified herein; equipment risks, including failure, misuse, inherent risks, and risks from UA or non-UA equipment; and other risks and hazards beyond the control of UA or others as well as criminal acts that can result in serious injury or death. Volunteer acknowledges that they have had an opportunity to investigate the volunteer assignment before executing this form and, knowing and understanding all potential risks associated with the volunteer assignment, Volunteer nevertheless **VOLUNTARILY AGREES TO ASSUME AND ACCEPT ALL RISKS** that potentially accompany participation in the volunteer assignment. Volunteer also agrees to take all reasonable steps to avoid any risks, injury, or death.

ACKNOWLEDGEMENT. I, as **VOLUNTEER**, acknowledge that I have read, considered, and understand this entire document and its effect on my rights. Relying wholly upon my own judgment, belief, and knowledge about the risks associated with the volunteer assignment, which include significant injury or death, and the effect of this document, I voluntarily agree to execute this document and participate in the volunteer assignment. I acknowledge that no oral representations, statements, or inducements have been made to me separate and apart from the terms of this document. I voluntarily sign this agreement of my own free will fully intending to legally bind myself, my heirs, successors, and assigns to its terms.

***If Volunteer is under the age of 19, a Parent/Guardian must execute this document.**

The signing Parent/Guardian certifies that they are over the age of 19, have read, considered, and understand this document, understand the risks, including injury or death, associated with the volunteer assignment, are voluntarily allowing Volunteer to take part in the assignment, have the legal right to sign on behalf of the Volunteer, are signing this document voluntarily, acknowledge that no oral representations, statements, or inducements have been made separate and apart from the terms of this document, and agree to enter into the same, fully intending to legally bind Volunteer as well as their heirs, successors, and assigns to the terms of this document.

Printed Name of Volunteer (and/or Parent/Guardian)_____

Signature of Volunteer (and/or Parent/Guardian)_____

Address_____

Phone No._____/E-mail_____

Date_____