

Volunteer Forms and Waivers of Liability



Volunteer Forms



Volunteer Overview

- ❖ A person appointed to perform official university duties without compensation
- ❖ The university receives the primary benefit from volunteers
- ❖ Each university department or program is responsible for *ensuring compliance* with university policies and procedures and local, state and federal laws



Can a university employee be a volunteer?

Yes, but..

- ❖ Action must be at the employee's initiative
- ❖ Action must be outside normal or regular work hours
- ❖ Action must be performed without contemplation of payment
- ❖ Action must be a task outside of regular job functions

Can a volunteer receive reimbursement for expenses?

Yes, but cannot be given anything of value outside of reimbursement or they may be considered an employee under employment laws.



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Does a background check need to be completed for a volunteer?

In some cases it may be necessary, check the HR website to confirm.

Volunteers working with minors *must* complete one prior to providing services.



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Do volunteers need to complete a form?



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YES!

*The Conditions of
Volunteer Service*



http://safety.uoregon.edu/content/volunteers

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Volunteers

Who is a volunteer?

- A volunteer is a person appointed to perform official university duties without compensation or remuneration.
- Individuals volunteer as a public service, for civic and humanitarian as well as personal development reasons.
- The university receives the primary benefit from services performed by a volunteer. Volunteer services are performed at the request or consent of and under the direction and control of a university department or program.
- The university department or program is responsible to oversee work to ensure each volunteer complies with all applicable university policies and procedures as well as all local, state and federal requirements and laws.

Is there a required form to be completed for a volunteer?

Yes, the *Conditions of Volunteer Service* form must be fully completed by the volunteer supervisor and the volunteer. Assigned duties and an estimate of volunteer hours are to be completed by the volunteer supervisor. A *Conditions of Volunteer Service* form must be completed each fiscal year (July 1-June 30). If the volunteer assignment continues beyond June 30th of any year, a new form must be completed.

What do I do with the form once completed?

Completed forms must be received by the Office of Risk Management riskmanagement@uoregon.edu for coverage to take effect. Departments must also retain a copy for five years per [OUS 166-475-0095](#)

VOLUNTEER SERVICE FORM

VOLUNTEER SERVICE FORM SPANISH

[FAQ](#)

Conditions of Volunteer Service
Assumption of Risk / Release & Indemnification
 Departments must retain a copy for five years
Please send a copy of the completed form to Risk Management:
riskmanagement@uoregon.edu Fax: 541-346-7008

As a volunteer providing service for the University of Oregon ("University"), this document highlights your assumption of risk and acknowledgment of the extent to which you may be covered by University insurance. Please read the following information carefully and sign below to acknowledge that you have assumed the risks associated with your volunteer activity.

Volunteer definition: A volunteer is a person appointed to perform official University duties as a public service without remuneration.* The University receives the primary benefit from the work performed by the volunteer. A University employee may not volunteer to perform duties listed in his or her job description.

By signing below, I am certifying the following:

1. I am offering my services for charitable, civic or humanitarian purposes;
2. I have not been promised nor do I expect to receive compensation for the services I am providing;
3. I am providing such services freely and without pressure or coercion from the University or any of its agents;
4. If I am a University employee, I certify that the services and duties that I provide to and perform for the University of Oregon in my capacity as an employee are different and distinct from the services and duties I am providing as a volunteer; and
5. *If I am paid a nominal fee or if I am reimbursed for any expenses that I incur, I understand that such payment is not tied to my productivity as a volunteer. [NOTE: amounts paid to volunteers must be less than 20% the amount that would be paid to an employee to perform the same duties.]

- ☐ I am currently employed by the University. Department: _____
- ☐ I am NOT employed by the University.

Tort Liability. You will be protected from civil liability for injuries or damage to the person or property of others, subject to the following general conditions:

1. You are working on a University task assigned by an authorized University supervisor;
2. You limit your actions to the duties assigned; and
3. You perform your assigned tasks in good faith, and do not act in a manner that is reckless or with the intent to unlawfully inflict harm to other people or property.

The conditions and limits of this protection are as stated in the Oregon Tort Claims Act, ORS 30.260-300.

Motor Vehicle Liability. If you use a personally owned vehicle in the course of your duties, you must be a certified University driver. You are also required to have automobile liability insurance with at least the minimum statutory limits of liability, which will be your primary coverage for any property damage or bodily injury(s) incurred involving that vehicle.

Workers' Compensation Insurance. Workers' compensation insurance is not provided for Volunteers of the University.

Reporting. Any time you are involved in any accident or exposed to a potential liability situation while performing assigned duties, you must inform _____ (name/title of department supervisor) and the Office of Risk Management, (541) 346-8316, within 24 hours.

Assigned Duties (Describe below or attach additional sheet. Forms cannot be accepted without this information.)
 If duties include working with minors, a background check is required through Human Resources.

Total Volunteer Hours _____ Estimate total hours for this activity within this fiscal year (1 Jul - 30 Jun).
 Complete a new form each year for volunteer service that continues into the next fiscal year, when volunteering for a different activity, or when duties change.

READ AND COMPLETE THE OTHER SIDE OF THIS DOCUMENT

Please Read Carefully

In consideration of being able to volunteer for the University and University providing liability coverage as detailed previously, I, for myself, my heirs, executors, administrators and assigns, **release and forever discharge the State of Oregon, Board of Trustees of the University of Oregon, University of Oregon and their respective officers, employees, members, agents, and volunteers (the "Released Parties")** from any and all demands or claims for damage or injury, from any cause of suit or action, known or unknown, that I may have against the Released Parties and from all liability under the Oregon Tort Claims Act, ORS 30.260-300, for any and all harm or damage to my health in any manner resulting from or arising out of my volunteer activities that is not caused by the negligence or intentional acts of Released Parties.

This release does not extend to or waive any rights I may have under the Oregon Tort Claims Act, ORS 30.260-300, to defense and indemnification from any demand, claim, suit or action brought against me, or liability I may be subject to, or arising out of my authorized volunteer activities.

I certify that there are no health-related reasons or problems that preclude or restrict my ability to volunteer for the University.

I understand that an emergency may develop which necessitates the administration of medical care. Therefore, in the event of injury or illness, I authorize the University to secure any appropriate treatment including the administration of an anesthetic and surgery. I understand that such treatment shall be solely at my expense. Notwithstanding this paragraph, I understand and agree that the University has no obligation to provide or seek out any medical treatment. I also authorize the University to contact the individual identified as an emergency contact in case of an emergency.

I declare that I am eighteen years of age or older * that I have read this entire agreement and understand the above provisions and that I agree to be bound by them.

I understand that by signing this agreement I am releasing claims and giving up substantial rights, including my right to sue.

Volunteer Name (Please Print)	UO I.D. #
Address	Telephone
Signature	Date

Supervisor Name and Dept. (Please Print)	Telephone
Supervisor Signature	Date

***IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE, A PARENT OR GUARDIAN MUST SIGN BELOW.**

NAME OF PARENT OR GUARDIAN (please print legibly): _____

PARENT OR GUARDIAN SIGNATURE: _____ DATE: _____

EMERGENCY CONTACT INFORMATION

Emergency Contact Name (please print legibly): _____

Emergency Contact Phone Number: _____

Relationship to Volunteer: _____

READ AND COMPLETE THE OTHER SIDE OF THIS DOCUMENT

Tips and Tricks

- ❖ Supervisor must complete the duties and estimated hours of work
- ❖ A new form must be completed each fiscal year
- ❖ *Both* the supervisor and volunteer need to sign and date



Max Pixel



Tips and Tricks Continued



M01229, Flickr

- ❖ A parent or guardian must sign *before* the action
- ❖ Departments *must* maintain a copy for five years per OUS 166-475-0095
- ❖ Use the updated form



Waivers of Liability



Why is a waiver of liability used?

- ❖ Inform prospective participants of potential risks involved with an activity
- ❖ Allow an individual to *voluntarily* choose to incur risks
- ❖ Secure an agreement from the individual to hold the university *harmless*



These are *important*



The university can be held liable for its negligent acts when there is no waiver.

When to use...



<i>Required</i>	 Minors
<i>Strongly Recommended</i>	 International travel  Overnight travel  Out-of-town  High risk
<i>May be Appropriate</i>	 Elective/voluntary trips  Recreational activities  Short-distance travel
<i>No Waiver</i>	 Required for class credit  An event or activity in which faculty/staff is acting in the course and scope of employment  Activities with little risk  Volunteer (see volunteer forms)

International Travel Waivers

For international group travel with students.

Similar to general liability form, but *greater* assumption of risk section.

Found on the ORM website.




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How do I draft a waiver?



Use our user-friendly guide available online!
ORM does not need to review it.

https://safety.uoregon.edu/waivers-liability

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Waivers of Liability

A Waiver of Liability form is used to:

- Inform prospective participants of potential risks involved with an activity
- Allow an individual to voluntarily choose to incur risks
- Secure an agreement from the individual to hold the university harmless

If waivers are needed for events or activity, departments must use the university's form: please review the [Guidelines and FAQ](#). [Risk Management](#) can advise on the use of the waiver form for your specific event or activity.

WAIVER OF LIABILITY FORM

INTERNATIONAL TRAVEL WAIVER OF LIABILITY

[Spanish Translated Versions](#)
[Waiver of Liability](#)
[International Travel Waiver of Liability](#)



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Assumption of Risk / Release & Indemnification of All Claims / Covenant Not to Sue

PLEASE PRINT

Activity Information	
Group:	Date(s):
Activity:	
Activity Description:	
Activity Leader (name, title and phone number):	
Department:	
Participant Information	
Name:	Date:
Email address:	Phone number:
Emergency Contact (name and phone number):	

In consideration of being permitted to participate in any way in the above-described activity (hereinafter called the "Activity"), I, for myself, my heirs, personal representatives and assigns, do hereby release, waive, discharge, and covenant not to sue the State of Oregon, the Board of Trustees of the University of Oregon, and the University of Oregon (collectively, hereafter called the "University"), their officers, employees, and agents from liability from any and all claims including the negligence of the University, its officers, employees and agents, resulting in personal injury, accidents or illnesses (including death), property loss, and damages arising from, but not limited to, participation in the Activity.

Name of Participant (please print legibly): _____

Signature of Participant: _____ Date: _____

Assumption of Risks: Participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from (1) minor injuries such as scratches, bruises, and sprains (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to (3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the Activity. I hereby assert that my participation in the Activity is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY, DEFEND, AND HOLD the University and its officers, employees, and agents HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in the Activity and to reimburse them for any such expenses incurred.

Medical Treatment Authorization: I understand that an emergency may develop which necessitates the administration of medical care. In the event of injury or illness, I authorize the University to secure appropriate treatment including the administration of an anesthetic and surgery. I understand that such treatment shall be solely at my expense. Notwithstanding this paragraph, I understand and agree that the University has no obligation to provide or seek out any medical treatment for me.

Revised August 2016
UD Risk Management



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Assumption of Risk / Release & Indemnification of All Claims / Covenant Not to Sue

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Oregon and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

PLEASE READ THE ENTIRE AGREEMENT BEFORE SIGNING.

Name of Participant (please print legibly): _____

Signature of Participant: _____ Date: _____

***** IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST AGREE TO AND INITIAL THE ABOVE CLAUSES AND SIGN BELOW. *****

NAME OF PARENT OR LEGAL GUARDIAN (please print legibly): _____

PARENT OR LEGAL GUARDIAN SIGNATURE: _____ DATE: _____

Revised August 2016
UD Risk Management

Minors

❖ Preferably, the waiver form is sent to the parent or guardian *prior* to the activity or event

Can we use electronic waivers?

- Yes, if the department has implemented OrgSync or worked with IT to build a unique log-in ID that connects with participants' Duck IDs
- Otherwise, waivers must be signed *physically*

Questions?

<https://safety.uoregon.edu/content/volunteers>

<https://safety.uoregon.edu/waivers-liability>

Email: riskmanagement@uoregon.edu

Phone: 541-346-8316

Thank you.

