



## Conditions of Volunteer Service Assumption of Risk / Release & Indemnification

Provide a copy of completed form to: [riskmanagement@uoregon.edu](mailto:riskmanagement@uoregon.edu)

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 page two 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 \_\_\_\_\_ (supervisor, department) and the Office of Risk Management, (541) 346-8316, within 24 hours.

**Assigned Duties:** If duties include working with minors, a background check is required through Human Resources.

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*You may attach a second sheet if you need additional space to note your assigned duties.*

**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.

**Please read the next section carefully**

**Assumption of Risks:** Participation as a Volunteer 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) insect bites, parasites, and other diseases, to (4) catastrophic injuries including

**READ AND COMPLETE THE OTHER SIDE OF THIS DOCUMENT**

paralysis and death. In-person activity during the COVID-19 pandemic carries enhanced risks that cannot be eliminated regardless of the care taken to avoid illness or injuries. The University cannot guarantee safety or immunity from the coronavirus. Given the extraordinary coronavirus pandemic, in addition to the above, there are risks of: contracting, exposure to, and infection resulting from the coronavirus, other viruses or bacteria; quarantine or other inability to travel.

I acknowledge that the above list is not inclusive of all possible risks of participating in the Activity, and I am aware of the risks involved whether described or not. I am aware of how to access information from the Center for Disease Control, the Oregon Health Authority, Lane County Public Health, and similar government agencies to understand updated risks related to the coronavirus pandemic. I agree to make sure that I know how to safely participate in the Activity, and I agree to observe any rules and practices that may be employed to minimize the risk of injury. I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent as a Volunteer. I hereby assert that my participation as a Volunteer is voluntary and that I knowingly assume all such risks.

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.**

<b>Volunteer Name</b>		<b>UO I.D. #</b>	
<b>Address</b>		<b>Telephone</b>	
<b>Signature</b>		<b>Date</b>	

<b>Supervisor and Dept.</b>		<b>Telephone</b>	
<b>Supervisor Signature</b>		<b>Date</b>	

**\*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: \_\_\_\_\_

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