

Volunteer & Assumption of Risk & Release of Liability Agreement

Caution: This is a release of legal rights. Read and understand it before signing.
Volunteer Coordinator must retain the signed form for 90 days after the volunteer project is completed.

The University of Guam is a public corporation established by the laws of Guam. References to “UOG” herein includes the University of Guam, its Board of Regents, administrators, faculty, officers, officials, employees, volunteers, students, agents, and assigns.

I _____, henceforth referred to as “volunteer,” of my own free will choose to voluntarily participate in _____, henceforth referred to as the “program,” as a volunteer _____, henceforth referred to as “volunteer position.” The volunteer further agrees and confirms that UOG in no way required the volunteer’s participation in the program or to serve in the volunteer position, nor did UOG threaten the volunteer with any type of adverse action if the volunteer did not agree to participate in the program or serve in the volunteer position. In consideration of the volunteer’s participation in the program in the volunteer position, the volunteer understands that the volunteer may have to travel and participate in the program and serve in the volunteer position outside of UOG’s campus and the volunteer agrees as follows:

1. Scope of Work. The volunteer position has the following scope of work which the volunteer agrees to act within: **[INSERT SCOPE OF WORK]**.

2. Licenses or Certifications. If any licenses or certifications are required to perform the scope of work the volunteer hereby affirms, agrees, and represents that the volunteer has such licenses or certifications.

3. Reasonable Care. The volunteer agrees to perform the scope of work with reasonable care and not perform the scope of work or exercise the volunteer’s responsibilities in the program or volunteer position with criminal misconduct, willful or gross negligence, reckless misconduct, or conscious, flagrant indifference to the rights of safety of any individual. UOG may immediately terminate this agreement if the volunteer fails to exercise reasonable care in performing the scope of work or in exercising the volunteer’s responsibilities in the program or volunteer position.

4. Operation of certain vehicle’s, vessels, and aircraft, prohibited. In the performance of the scope of work, or the exercise of the volunteer’s responsibilities in performing the scope of work or in exercising the volunteer’s responsibilities in the program or volunteer position, the volunteer agrees not to operate any

T: +1 671.735.2350 F: +1 671.734.6005 W: www.uog.edu

Mailing Address: 303 University Drive UOG Station Mangilao, Guam 96913

The University of Guam is a U.S. Land Grant and Sea Grant Institution accredited by the Western Association of Schools and Colleges Senior College and University Commission and is an equal opportunity provider and employer.

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motor vehicle, vessel, aircraft, or other vehicle which the operator or owner of such vehicle, craft or vessel is required to: (1) Possess an operator's license; or (2) Maintain insurance.

5. In compliance with the UOG Protection of Minors Policy (BOR Res 17-18, July 27, 2017)

The volunteer must read, understand, and follow this policy when working with Minors.

https://www.uog.edu/resources/files/administration/board-of-regents/board-resolutions/BOR_Resolution_No._17-18_Protection_of_Minors_policy.pdf

6. Volunteer Protection Act of 1999. The Volunteer Protection Act of 1999 as codified in 7 G.C.A. §16101 *et seq.* shall be applicable to this agreement and in the definition of any applicable terms of this agreement.

7. Compensation. There shall be no compensation for any work performed by the volunteer arising from this agreement. However, UOG may, in its sole discretion, subject to the availability of funds, and pursuant to 7 G.C.A. §16102(e), may agree to compensate the volunteer's serving in the volunteer positions of director, officer, trustee, or direct service volunteer for reimbursement or allowance for such volunteer's expenses actually incurred for performing the scope of work, and as provided by applicable law.

8. Term. The term of this agreement shall begin on _____ and end on _____.

9. Assumption of risks arising from participation in the program. Despite precautions, accidents, and injuries, including but not limited to death, can occur, the volunteer understands that participation the program or travel, field instruction, or clinical practicums related to the program may be potentially dangerous and that the volunteer may be injured or suffer the loss or damage of the volunteer's personal property as a result of such activities. Therefore, the volunteer assume all risks arising from the volunteer's participation the program or travel, field instruction, or clinical practicums or as otherwise related to the volunteer's participation the program whatsoever, including, but not limited to: (1) Travel in any aircraft; (2) Travel in any private or commercial automobiles, busses, or any other type of vehicle; (3) Potential risk of injury due to walking on streets, sidewalks, paths, or any terrain; (4) Exposure to weather conditions of any kind including but not limited to any form of precipitation, any form of storms, and cold or hot temperatures; (5) Illness, disease, or death caused by any pathogen; (6) Injury or death caused by any type of wildlife or accidents of any nature; (7) Theft, loss, or damage of my personal property while traveling, or in transit, or while participating in the program; (8) All types of natural disasters or other disturbances; (9) War, armed conflict, or attack by military, para-military, terrorist, partisan, insurgent, or criminal forces; (10) Alteration or cancellation of the program or travel, related to the program.

10. Assumption of risks arising from third parties. The volunteer understands and agrees that UOG is not an agent of, and has no responsibility for, any third party which may provide services including, but not limited to, food, lodging, travel, or other goods or services related to the program. The volunteer understands and agrees that these services are only a convenience to the program's participants and that UOG has no responsibility, in whole or in part, for delays, loss, damage, or any injury or property

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whatsoever, caused to the volunteer or others prior to departure, while traveling or while staying in designated lodging and the volunteer assumes all risks arising from the same. The volunteer further understands and agrees that UOG is not responsible for matters that are beyond its control, and that UOG has reserved the right to cancel or alter the program or any travel related to the program without penalty or to make any modifications to the itinerary or program as deemed necessary by UOG and the volunteer assumes all risks arising from the same.

11. Assumption of risks arising from independent activity or activities. The volunteer understands and agrees that UOG is not responsible for any injury, illness, or loss or damage the volunteer may suffer when the volunteer is traveling independently or the volunteer is otherwise separated or absent from any program related activity, or if the volunteer fails to meet a departure aircraft, bus, train, or other conveyance, or when the volunteer is traveling independently on his or her own before or after the program and the volunteer assume all risks arising from the same. The volunteer further agrees if the volunteer is otherwise separated from the program group during any travel, or if the volunteer fails to meet a departure aircraft, bus, train, or other conveyance, that the volunteer will, to a reasonable extent, and at the volunteer’s own expense, seek out, contact, and reach the program group at its next available destination.

12. Assumption of risk and release of liability. Knowing the risks described above, and in voluntary consideration of being permitted to participate in the program, the volunteer agrees to release, indemnify, and defend UOG from and against any claim which the volunteer may have for any losses, damages, or injuries arising out of or in connection with the volunteer’s participation in the program.

13. Signature. The volunteer indicates that by the volunteer’s signature below that the volunteer has read the terms and conditions of participation in the program and the volunteer agrees to abide by them. The volunteer has carefully read this agreement and acknowledges that the volunteer understands it. No representation, statements, or inducements, oral or written, apart from the foregoing written statement, have been made. This agreement shall be governed by the laws of Guam which shall be the forum for any lawsuits arising from this agreement. If any portion of this agreement is held invalid, the rest of the agreement shall continue in full force and effect.

Volunteer

Date

Volunteer Coordinator name & signature

Date

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