

CONDITIONS OF VOLUNTEER SERVICE AGREEMENT

Activity: _____ Date(s): _____

As a volunteer working at the Oregon Institute of Technology (“Oregon Tech”), this document outlines the conditions of your volunteer service, assumption of risk and the extent to which you may be covered by Oregon Tech insurance. Please read carefully and sign both sides to acknowledge the conditions of volunteer service and to assume the risks associated with your volunteer activity (hereafter referred to as “ACTIVITY”).

TORT LIABILITY

Subject to the limits of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 - 30.300, Oregon Tech will indemnify and defend you against civil actions for injuries or damage to the person or property of others, subject to the following general conditions: (1) You are working on an Oregon Tech task assigned by an authorized Oregon Tech supervisor; (2) You limit your actions to the duties assigned (defined in the ASSIGNED DUTIES section below); 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 others.

BACKGROUND CHECKS

Prior to commencement of volunteer activities, Oregon Tech will conduct a criminal records check on all volunteers working in a critical or security-sensitive position, as defined by Oregon Tech Policy 580-023-0111. By signature below, I certify that the information contained in this Conditions of Volunteer Service Agreement is correct to the best of my knowledge and authorize Oregon Tech and its designated officials, representative, officers, employees, and/or related personnel to conduct a comprehensive review of my background. I hereby release and discharge to the extent permitted by law, Oregon Tech, its employees, and any individual or agency obtaining information for Oregon Tech, from any and all claims known or unknown, damages, losses, liabilities, cost, or other expenses arising from the retrieving, reporting, and/or disclosure of information in connection with this background investigation. I also understand that I may (1) request in writing the nature of the information obtained; (2) request a written summary of my rights under the Fair Credit Reporting Act; and (3) appeal Oregon Tech’s decision to disqualify me from the ACTIVITY based upon the results of my criminal background investigation if I contest that the information revealed by such investigation is incorrect.

MOTOR VEHICLE LIABILITY

I understand and agree that if I use a personally owned vehicle in the course of my duties, I am required to have automobile liability insurance in accordance with Oregon law. My personal insurance will provide primary coverage for any accidents involving the personally owned vehicle I am driving. Oregon Tech-provided automobile liability coverage may apply on a limited basis only after my primary coverage limits have been used and only where the indemnification conditions set forth above are applicable. I certify that I possess a valid driver’s license.

WORKERS’ COMPENSATION INSURANCE

I understand and agree that workers’ compensation insurance coverage is not provided for volunteers of Oregon Tech.

UNIVERSITY RULES AND REGULATIONS

I will conduct myself in a manner that is considerate of other participants and in accordance with Oregon Tech Rules and Regulations (including the Oregon Tech Student Code of Conduct) and with any state, city, and applicable laws or rules where the ACTIVITY is occurring.

RECORDED MEDIA

I recognize and acknowledge that Oregon Tech may record my participation and appearance on any recorded medium including, but not limited to video, audio, photos (collectively, “Recordings”) for use in any form (including, but not limited to print, websites, blogs, internet, social media). I authorize such Recordings and release Oregon Tech to use my name, likeness, voice, and biographical material to exhibit or distribute such Recordings in whole or in part without restrictions or limitations for any educational or promotional purpose. I understand and agree that in order to opt out of this section, I must request and complete the Oregon Tech Photo Opt-Out Release.

REPORTING RESPONSIBILITY

I understand and agree that anytime I am involved in any accident or exposed to a potential liability situation while performing assigned duties, I MUST inform my Oregon Tech supervisor as soon as possible. The supervisor must contact the Oregon Tech Office of Risk Management at 541-885-1133 or 503-821-1266 within 24 hours.

ASSIGNED DUTIES (Describe below or attach additional sheet. Forms cannot be accepted without this information.)

TOTAL VOLUNTEER HOURS: _____ Estimate total hours for this activity within the fiscal year (July 1 – June 30).

I declare that I am eighteen years of age or older, that I HAVE READ AND UNDERSTAND THE ABOVE DUTIES AND THE CONDITIONS OF VOLUNTEER SERVICE AGREEMENT, and that I agree to be bound by them.

Volunteer Name (Please print): _____ E-mail: _____

Address: _____ City: _____ State: _____ Telephone: _____

Volunteer Signature: _____ Date: _____

Oregon Tech Supervisor Name: _____ Telephone Number: _____

Department: _____

Oregon Tech Supervisor Signature: _____ Date: _____



Human Resources – (541) 885-1074
Risk Management – (541) 885-1133 or (503) 821-1266

VOLUNTEER ASSUMPTION OF RISK AGREEMENT

Activity: _____ Date(s): _____

Please read carefully:

With full knowledge of the facts and circumstances surrounding the ACTIVITY, I voluntarily participate in the ACTIVITY and assume the responsibilities and risks resulting from my participation. As an authorized Oregon Institute of Technology ("Oregon Tech") volunteer, I understand that Oregon Tech will provide liability coverage as detailed previously. I, for myself, my heirs, executors, administrators and assigns, waive, release and forever discharge Oregon Tech and its respective board members, directors, trustees, officers, employees, agents and volunteers 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 Oregon Tech or its board members, directors, trustees, officers, employees, agents or volunteers, including but not limited to from all liability under the Oregon Tort Claims Act, ORS 30.260 – 30.300, and for any and all harm or damage to my health in any matter resulting from or arising out of my volunteer activities. This release does not extend to or waive any rights I may have under the Oregon Tort Claims Act, ORS 30.260 – 30.300 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 Oregon Tech. I understand that an emergency may develop which necessitates the administration of medical care. Therefore, in the event of injury or illness, I authorize Oregon Tech to facilitate means to secure appropriate medical treatment. I understand that such treatment shall be solely at my expense. Notwithstanding this paragraph, I understand and agree that Oregon Tech has no obligation to provide or seek out any medical treatment. I also authorize Oregon Tech to contact the individual identified as an emergency contact in the case of an emergency.

Emergency Contact Name: _____ Telephone Number: _____

I declare that I am eighteen years of age or older, that I have read this entire Volunteer Assumption of Risk Agreement and understand the provisions, and that I agree to be bound by them.

I understand that by signing this Volunteer Assumption of Risk Agreement I am releasing claims and giving up substantial rights, including my right to sue.

Volunteer Name (Please print): _____

Volunteer Signature: _____ Date: _____

**REQUIRED FOR ALL PARTICIPANTS UNDER 18 YEARS OF AGE:
PARENT OR GUARDIAN'S AUTHORIZATION FOR MEDICAL CARE AND CONSENT TO AGREEMENT**

I, _____, as a parent or legal guardian hereby grant permission for _____ to do volunteer work for the Oregon Institute of Technology ("Oregon Tech"). In the event of an emergency, accident, or illness, I authorize Oregon Tech and its employees to administer emergency medical care to my child and, if deemed necessary, to secure emergency medical services and incur expenses for which I will be responsible for payment. My signature below hereby represents that I have read, understand, and consent to this Conditions of Volunteer Service Agreement and Volunteer Assumption of Risk Agreement.

Parent or Guardian Signature: _____ Date: _____

Note: Complete a new form each year for volunteer service that volunteer service continues into the next fiscal year, when volunteering for a different activity, or when volunteer duties change. This form needs to be submitted to Human Resources and a copy is to be forwarded to Risk Management; and a copy is to also be retained in the department where the volunteer duties are being performed. Records will be kept in accordance with Oregon Tech retention requirements.