Clear Form

CONDITIONS OF VOLUNTEER SERVICE
2021-2022

COMPLETE BOTH SIDES OF THIS FORM

Activity:_____**Date(s):**_____

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

Based on the duties, is this position designated as critical, security-sensitive or safety-sensitive per SOU Policy? N O____ YES____ If yes, must complete and return Consent for Background Check Form to the Service Center (Susanne Homes Hall; Fax 541-552-6138).

As a volunteer working at Southern Oregon University (SOU), this document outlines the conditions of your volunteer service, assumption of risk and the extent to which you may be covered by SOU 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).

As a volunteer, you may not be a registered student, nor may you receive any payment for your activities, except for reimbursement for specific expenses. A volunteer may not collect any fees from participants for any activities being conducted under the name of the university. The university is responsible for collecting fees from participants, and will pay for all expenses of a university sponsored activity. A volunteer understands they may not enter into any contracts on behalf of the university, or a university sponsored activity. A volunteer also understands they may not make any purchases on behalf of a university sponsored activity without prior approval from authorized university personnel. All items paid for by the university remain university property. Any items provided to a volunteer during their term of service remain the property of the university, and must be returned to the university at the conclusion of the volunteer service. An Agreement to Allow Off-Campus Use of University Property must be completed by the volunteer for small equipment use.

TORT LIABILITY
SOU 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 SOU task assigned by an authorized SOU supervisor; (2) You limit your actions to the duties assigned (defined in the assigned duties section below); (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; and (4) You comply with University Policies, Procedures, and directives of the University.

MOTOR VEHICLE LIABILITY
If you use a personally owned vehicle in the course of your duties, you are required to have automobile liability insurance in accordance with Oregon law. Your personal insurance will provide your primary coverage for any accidents involving the personally owned vehicle you are driving. Southern Oregon University-provided automobile liability coverage may apply on a limited basis only after your primary coverage limits have been used and only where the indemnification conditions set forth above are applicable. You MUST possess a valid driver's license.

WORKERS' COMPENSATION INSURANCE Workers' compensation coverage is not provided for volunteers of SOU.

CLERY ACT Positions having significant responsibility for student and campus activities, and those who manage or otherwise oversee student and campus activities are designated as a Campus Security Authority (CSA) under the Clery Act. Duties may include but are not limited to: student and family housing; a student center; student extra-curricular activities; athletic coaches and trainers; faculty advisors to student groups; staff responsible for student discipline; and campus judicial staff.

The CSA is a federally mandated crime reporter who must report all Clery Act crimes to Campus Public Safety. If a CSA observes or becomes aware of a crime, or a person reveals that s/he learned of, was the victim of, perpetrator of, or witness to a crime, CSAs are required to report the information to Campus Public Safety. For questions regarding reporting obligations contact Campus Public Safety at 541 552-6258 or contact the Clery Coordinator at clerycoordinator@sou.edu for additional information.

UNIVERSITY POLICIES, RULES AND REGULATIONS
You will conduct yourself in a manner that is considerate of other participants and in accordance with SOU Policies, Procedures, Rules and Regulations (including Student Code of Conduct, when applicable) and with any state, city and applicable law or rules where the ACTIVITY is occurring.

RECORDED MEDIA
I recognize and acknowledge that the University 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 and social media). I authorize such recording and release the University 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. If you would like to opt out of this section, please request the Photo Opt Out Release from your SOU supervisor.

REPORTING RESPONSIBILITY
Any time you are involved in any accident or exposed to a potential liability situation while performing assigned duties, you MUST inform your SOU supervisor as soon as possible. The supervisor must contact the SOU Risk Manager at 541.552.7014 within 24 hours.

This agreement may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same instrument.

VOLUNTEER ASSUMPTION OF RISK 2021-2022

Activity:_____**Date(s):**_____

I HAVE READ AND UNDERSTAND THE DUTIES AND CONDITIONS OF VOLUNTEER SERVICE.

Volunteer Name (**Please Print**):_____Telephone #:_____

Address:_____City:_____State:_____

Volunteer signature:_____**Date:**_____

SOU Supervisor Name:_____Telephone #:_____

Unit/Department:_____Telephone #_____

SOU Supervisor Signature:_____**Date:**_____

PLEASE READ CAREFULLY:
With full knowledge of the facts and circumstances surrounding the ACTIVITY, I voluntarily participate in the ACTIVITY and assume responsibilities and risks resulting from my participation. As an authorized SOU volunteer, I understand that SOU will provide liability coverage as detailed previously. I, for myself, my heirs, executors, administrators and assigns, waive, release and forever discharge Southern Oregon University and its respective board members, 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 Southern Oregon University or its board members, officers, employees, agents or volunteers, including but not limited to from all liability under the Oregon Tort Claims Act, ORS30.260-30.300, 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 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 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 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 the case of an emergency.

Emergency Contact Name:_____ **Telephone#**_____

I declare that I am eighteen years of age or older, than 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):** _____

Volunteer Signature:_____ **Date:**_____

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

I,_____, as a parent or legal guardian hereby grant permission for_____to do volunteer work for Southern Oregon University (SOU). In the event of an emergency, accident, or illness, I authorize SOU 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 agreement.

Parent or Guardian Signature:_____ **Date:** _____

Note: Complete a new form every 12 months for on-going volunteer service, or when volunteering for a different activity, or when volunteer duties change. This form needs to remain in the department where the volunteer duties are being performed and be kept in accordance with SOU retention requirements.

This agreement may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same document.

COMPLETE BOTH SIDES OF THIS FORM