

**UTAH VALLEY UNIVERSITY
VOLUNTEER AGREEMENT**

PARTICIPANT:

Name: _____ (“Participant”)

Address: _____

Phone Number: _____

LOCATION(s): _____

DATE(s): _____

EMERGENCY CONTACT INFORMATION:

Name: _____

Phone Number: _____

DESCRIPTION OF ACTIVITY: _____

(the “Activity”).

TERMS

This Volunteer Agreement (the “Agreement”) is entered into as of the last signature date below, by and between Utah Valley University, a body politic and corporate of the State of Utah (“UVU”), and Volunteer.

Prevailing Language. The English language version of this Agreement shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions, if any. Any other language versions of this Agreement are provided for convenience only.

Volunteer acknowledges that this Agreement contains, among other provisions, the following contractual terms: an assumption of risk, a covenant not to sue, a release of the Volunteer’s claims, and indemnification obligations. Volunteer represents that Volunteer is 18 years of age or older and is fully competent and authorized to sign this Agreement. In consideration for the opportunity to volunteer in the Activity at UVU, Volunteer, for Volunteer, and for its respective heirs, personal representatives, and assigns, agrees as follows:

Term. Volunteer agrees and acknowledges that the volunteer service in the Activity and this Agreement will be effective from _____ to _____ (“Term”). At the end of the Term, Volunteer agrees and acknowledges that participation in the volunteer Activity will cease and Volunteer will no longer be permitted access to UVU facilities as a volunteer.

Employment. Volunteer agrees and acknowledges that as a UVU volunteer, Volunteer will not be a UVU employee. Volunteer agrees and acknowledges that UVU and Volunteer both have the right to end the volunteer relationship with UVU at any time, for any reason, and without advance notice. Volunteer also agrees and acknowledges that Volunteer is not entitled to any consideration, wages, benefits, insurance (including but not limited to health and workers’ compensation), promise of future employment, or other compensation, for the time and services Volunteer provides to UVU as a volunteer. Volunteer agrees and acknowledges that even if UVU provides Volunteer with financial support or assistance for time and services as a volunteer (e.g. stipends, reimbursements), it does not change Volunteer’s status as a volunteer. Lastly, Volunteer consents to UVU conducting a background check (e.g. sex and violent offender registry check, and motor vehicle records) depending on the length and nature of Volunteer’s participation in the Activity.

Confidentiality. Volunteer acknowledges that while serving as a volunteer, Volunteer may be provided with or have access to UVU confidential information and/or proprietary information. Such information may include but is not limited to research data, results, reports, analyses, student and student-related information, methods of operation, trade secrets, training materials, policies, protocols, and procedures (administrative, research, and clinical), budgeting, staffing needs, databases, marketing information, equipment capabilities, fee schedules, and other proprietary, business, financial and other information connected with or related to UVU that is not generally known to the public (collectively, "Confidential Information"). Volunteer shall take all necessary steps to protect any Confidential Information that it may receive. Volunteer shall not permit the unauthorized access, use or disclosure of any Confidential Information to any third party except as required by applicable law. This provision shall survive the termination or expiration of this Agreement.

Compliance with Policy and Directions. Volunteer shall comply with all UVU policies, rules, and regulations applicable to Volunteer's presence at the University. Volunteer shall follow the directions and guidance of the department, any supervisor and/or UVU representative directing Volunteer's participation in the Activity. Volunteer shall follow any schedule established in connection with Volunteer's participation in the Activity. **If the Activity requires Volunteer to interact with minors, Volunteer shall comply with the attached "Statement of Acknowledgment for Volunteers Working with Minors at Utah Valley University," which is hereby incorporated by reference into this Agreement.**

Assumption of Risk. Volunteer represents that Volunteer is qualified, in good health, and in proper physical condition to volunteer in the Activity. Volunteer acknowledges and understands that the Activity may include but is not limited to the following: physical activities (e.g., running, jumping, climbing); physical exertion such as lifting or moving heavy objects; spending extended periods of time outdoors being exposed to the elements (sun, wind, rain); travel to and from the Activity; and consumption of food and/or beverage. Volunteer acknowledges and understands that Volunteer may be exposed to certain risks that are inherent in volunteering in the Activity. These risks may include but are not limited to such things as incidents related to the above-mentioned activities, including sprains, broken bones, cuts, bruises, entrapment, temporary or permanent disability, illness, personal injury, and/or death; adverse weather conditions; exposure to theft and other criminal activity; allergic reactions to food and drink items; other physical, mental, and emotional injury; other risks and dangers, whether known or unknown nor reasonably foreseeable. **Volunteer knowingly and voluntarily, accepts, and assumes responsibility for each of these risks and dangers, and all other risks and dangers that could arise out of, or occur during, Volunteer's participation in the Activity.**

Covenant Not to Sue: Volunteer agrees that it will not commence any legal action or lawsuit or otherwise assert any legal claim against UVU or its trustees, officers, directors, employees, and agents seeking relief for any claim, whether or not such claim is released or waived under this Agreement. This provision shall survive the termination or expiration of this Agreement.

Indemnification: Volunteer agrees to indemnify and hold UVU and its trustees, officers, directors, employees, and agents harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, arising out of Volunteer's participation in the Activity and to reimburse UVU for any such expenses incurred. This provision shall survive the termination or expiration of this Agreement.

Release of Claims: Volunteer releases and fully discharges UVU, including its trustees, officers, agents, and employees, from any and all claims or causes of action that may be brought by Volunteer, or by any other person (including but not limited to Volunteer's estate, family, successors, heirs, representatives, administrators, and/or assigns), including all liability for damage to personal property, personal injury or loss arising out of or related to Volunteer's participation in the Activity to the fullest extent permitted by law. This provision shall survive the termination or expiration of this Agreement.

Severability/Governing Law: Volunteer agrees that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Utah and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The Agreement shall be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other

proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.

Health Insurance and Consent to Medical Treatment: Should Volunteer require emergency medical treatment as a result of accident or illness arising during the Activity, Volunteer consents to such treatment. Volunteer acknowledges that UVU will not provide health and accident insurance for Volunteer, and Volunteer agrees to be financially responsible for any medical bills incurred as a result of emergency medical treatment.

Bacterial and Viral Diseases. Volunteer understands and acknowledges the highly contagious nature of bacterial and viral diseases including, but not limited to the 2019 novel **coronavirus** disease (**COVID-19**) (collectively, the "**Disease**") and the risk that Participant may be exposed to or contract the Disease, or other infectious diseases, by participating in the Activity. Volunteer understands and acknowledges that such exposure or infection may result in serious illness, personal injury, permanent disability, death, or property damage. Volunteer understands and acknowledges that this risk may result from or be compounded by the actions, omissions, or negligence of others, including University employees. Volunteer understands and acknowledges that while the University has implemented preventative measures to reduce the spread of the Disease, the University cannot guarantee that Participant will not become infected with the Disease, or other infectious diseases, while participating in the Activity and that participating in the Activity may increase Participant's risk of contracting the Disease. NOTWITHSTANDING THE RISKS ASSOCIATED WITH THE DISEASE, VOLUNTEER ACKNOWLEDGES THAT VOLUNTEER IS VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED. VOLUNTEER AGREES TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE RELATED TO THE DISEASE, ARISING FROM VOLUNTEER'S PARTICIPATING IN THE ACTIVITY OR ENGAGING IN ANY SIMILAR ACTIVITY AT THE UNIVERSITY, WHETHER CAUSED BY THE NEGLIGENCE OF THE UNIVERSITY OR OTHERWISE.

Intellectual Property & Likeness Release: Volunteer agrees that anything that Volunteer create (inventions, copyrightable works, etc.) during the Term shall belong to UVU and Volunteer assigns all rights and interests in and to such creations to UVU. Volunteer authorizes UVU, acting through its agents, employees, or representatives, to take photograph, video, and/or audio recordings of Volunteer, including Volunteer's name, image, likeness, performance, and/or voice ("Recordings"). Volunteer grants UVU an unlimited right to reproduce, use, exhibit, display, perform, broadcast, create derivative works from, and distribute the Recordings in any manner or media now existing or hereafter developed, in perpetuity, throughout the world. Volunteer agrees that the Recordings may be used by UVU, including its assigns and transferees, for any purpose including but not limited to marketing, advertising, publicity, or other promotional purposes. Volunteer agrees that UVU will have final editorial authority over the use of the Recordings, and Volunteer waives any right to inspect or approve of any future use of the Recordings. Volunteer acknowledges that Volunteer is not expecting to receive compensation for participating in the Recordings or for any future use of the Recordings. Volunteer releases and fully discharges UVU, and its employees, agents, and representatives, from any claim, damages, or liability arising from or related to Volunteer's inclusion in the Recordings or UVU's future use of the Recordings. This provision shall survive the termination or expiration of this Agreement.

Acknowledgment: I understand the legal consequences of signing this document, including (a) releasing UVU and its trustees, officers, directors, employees, and agents from all liability on my behalf, (b) promising not to sue, (c) and assuming all risks of volunteering in the Activity, including travel to, from, and during the Activity. I understand that I am responsible for my obligations and acts as described in this Agreement. I agree to be bound by the terms of this Agreement. I have read this three-page document, and I am signing it freely and voluntarily.

Volunteer Signature

Date

Statement of Acknowledgement for Volunteers Working with Minors at Utah Valley University

I will strictly follow the rules and guidelines in this Statement of Acknowledgement as a condition of participating in the volunteer Activity involving minors in Utah Valley University programs.

I will:	I will not:
<p>Treat everyone with respect, patience, integrity, courtesy, dignity, and consideration.</p> <p>Never be alone with a minor during university activities.</p> <p>Ensure there are two or more adults present during activities/programs as possible, or located within the general vicinity of the activities/program.</p> <p>Use positive reinforcement rather than criticism or comparison when working with minors.</p> <p>Maintain appropriate physical boundaries at all times and touch minors only when necessary and in ways that are appropriate, public, and non-sexual.</p> <p>Comply with the mandatory reporting regulations found in Utah Valley University's Policy 704 Minors on Campus and at University-sponsored Events, including reporting any suspected child abuse.</p> <p>I understand that failure to report suspected child abuse to University Police or state authorities is against the Utah Mandatory Reporting Requirements Regarding Children (see Utah Division of Child and Family Services at http://www.dcf.utah.gov/locations.htm). If at any time I have a concern with how a minor is being treated I will talk with a UVU program director or contact UVU police as appropriate.</p> <p>Cooperate fully in any investigation of abuse of minors.</p>	<p>Have one-on-one contact with minors or allow any inappropriate touching, including between minors.</p> <p>Have any direct electronic contact with minors without another adult being included in the communication.</p> <p>Engage in any social media contact with minors, including but not limited via Facebook, Snapchat, Twitter, etc.</p> <p>Engage in abusive conduct of any kind toward, or in the presence of, a minor.</p> <p>Strike, hit, administer corporal punishment to, or touch in an inappropriate or illegal manner any minor.</p> <p>Engage in rough or sexually provocative games, including horseplay.</p> <p>Shower, bathe, or undress with or in the presence of minors.</p> <p>Swear or use other inappropriate language, use or respond to sexual innuendo, or make sexually suggestive comments.</p> <p>Use or provide alcohol or illegal drugs to any minor.</p> <p>Use or provide prescription drugs or any medication to any minor unless specifically authorized in writing by the parent or legal guardian.</p> <p>Pick up or drop off minors at their homes, other than the driver's child(ren), except as specifically authorized in writing by the minor's parent or legal guardian and in the company of another adult (see UVU Policy 704 for definition of an Authorized Adult)</p> <p>Make sexual material in any form, including printed and electronic, available to minors participating in programs or activities or assist a minor in any way in gaining access to such materials.</p>

I understand that as a person working with and/or providing services to minors with the permission of Utah Valley University, I am subject to a criminal history background check. My signature confirms that I have read this Statement of Acknowledgement and that as a person working with minors, I agree to follow these standards and other related policies of the University. I understand that any action inconsistent with this Statement of Acknowledgement or failure to take action mandated by this Statement and UVU Policy 704 may result in disciplinary action, up to and including the ending of my volunteer service and removal from the University.

Volunteer Signature

Date