

Activity: OSU Master Gardener program **Date(s):** November 1, 2018-October 31, 2019

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

OSU 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 work on an OSU task assigned by an authorized OSU 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.

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. Oregon State 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 OSU.

UNIVERSITY STANDARDS AND POLICIES

You will conduct yourself in a manner that is considerate of other participants and in accordance with OSU Standards and Policies (including Code of Student Conduct, when applicable) and with any federal, state, city and other applicable laws 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, 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 OSU 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 OSU supervisor as soon as possible. The supervisor must contact the OSU Claims Representative in Enterprise Risk Services at (541) 737-7350 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 the duration of this activity, up to 12 months.

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

Volunteer Name (Please print): _____ Telephone Number: _____

Address: _____ City: _____ State: _____

Volunteer Signature: _____ **Date:** _____

OSU Supervisor Name: Amy Jo Detweiler Telephone Number: 541-548-6088

Unit/Department: OSU Extension Service-Horticulture Department

OSU Supervisor Signature: _____ **Date:** _____

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.

COMPLETE BOTH SIDES OF THIS FORM

VOLUNTEER ASSUMPTION OF RISK**Activity:** OSU Master Gardener program **Date(s):** November 1, 2018-October 31, 2019**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 OSU volunteer, I understand that OSU will provide liability coverage as detailed previously. I, for myself, my heirs, executors, administrators and assigns, waive, release and forever discharge Oregon State 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 Oregon State University or its board members, 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 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 Number:** _____

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.

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 TO AGREEMENT**

I, _____, as a parent or legal guardian hereby grant permission for _____ to do volunteer work for Oregon State University (OSU). In the event of an emergency, accident, or illness, I authorize OSU 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 OSU 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 instrument.

COMPLETE BOTH SIDES OF THIS FORM