

Volunteer Activity: _____ (the “Activity”)

Date or Date Range of Activity: _____

This Volunteer Agreement (this “**Agreement**”) is intended to fully inform you, the below-named volunteer, of the risks associated with the Activity that you will participate in as a volunteer and requires that you assume these risks and waive any liability claims against Brigham Young University (“**BYU**”) arising from the Activity. **IMPORTANT: If you are not willing to assume the risks discussed below or waive liability claims against BYU, please do not sign this form, in which case you will not be authorized to participate in the Activity.**

- 1. Scope of Relationship.** I understand and agree that I will be acting as a volunteer and not as a BYU employee. I understand and agree that BYU will not provide me any compensation, future employment, or academic credit in return for any services I may provide, and that BYU will not provide me with any benefits traditionally associated with employment, including workers’ compensation benefits. My participation in the Activity does not create a partnership, joint venture, employment relationship, fiduciary status, or similar relationship with BYU. I understand and agree that BYU or I may cease my participation in the Activity for any reason and at any time.
- 2. Assumption of Risk and Waiver of Liability.** I understand the inherent risks associated with participating in the Activity, including those listed in the attached Risks Form, incorporated herein by reference. I also acknowledge that BYU and I may not know at this time all the potential risks of the Activity. I am participating in the Activity voluntarily, and I desire to do so despite the possible risks. ***I hereby assume all risks connected with the Activity, including transportation. I also hereby waive, release, covenant not to sue, and agree to indemnify BYU (and its governing board, employees, and agents) from all liability, claims, and actions that may arise from injury to me, from my death, or from damage to my property in connection with the Activity. I understand that this Agreement waives BYU’s liability for my injuries or damage to my property even if they are caused by BYU’s ordinary negligence, including failure to supervise.***
- 3. Insurance.** I assume full responsibility for obtaining personal insurance coverage and paying for any and all health care expenses related to or arising from participation in the Activity including any such expenses incurred by BYU on my behalf.
- 4. Consent to Medical Treatment.** If I become incapacitated or if I am a minor and become ill or am injured during my participation in the Activity, I hereby give permission to be transported to and receive medical treatment at BYU or a local medical facility. I agree that I will be responsible for all expenses incurred from the transportation and treatment. I authorize medical providers to disclose my protected health information to BYU and to those who treat me.
- 5. Policies and Procedures.** I agree to abide by all BYU and Activity policies, procedures, and rules, and I agree to comply with all instructions BYU gives me. I understand and agree that I am responsible and will pay for any damages I cause to BYU property.
- 6. Work Product Ownership.** I understand and agree that BYU owns all work products that I may create as part of my participation in the Activity. Work products include, but are not limited to, audio, video, and print products as well as ideas, concepts, and inventions. I assign and transfer to BYU all right, title, and interest to these work products and agree to not sue BYU over rights to them.

7. **Image Release.** I recognize that BYU, or others associated with the Activity, may have occasion to photograph and / or record the Activity. I hereby grant to BYU (and those who assist in operating the Activity) the right to use my name, picture, voice, silhouette, likeness, and biographical information in connection with the Activity, including any and all rights to exhibit or distribute recordings or edits thereof in whole or in part without restriction or limitation, and in any medium whether now known or yet to be discovered. I hereby release BYU and its affiliates and assigns from any and all claims and demands related to such use of my talent, image, voice or performances, including any and all claims for libel or invasion of privacy, in connection with the Activity.

8. **Interaction with Minors.** If my participation in the Activity involves direct interaction with or supervision of children under 18 years of age (“**Minors**”), I agree to comply with all BYU and Activity policies related to Minors and to be subject to any screening that may be required, including but not limited to a background check.

9. **Confidentiality.** While participating in the Activity, I may have access to confidential information. Confidential information includes any information that BYU has not released to the general public and information that is marked as confidential. I agree to not disclose any confidential information to third parties both during and after the Activity without BYU’s written permission. I agree to ask my supervisor if I have any questions about what constitutes confidential information.

10. **Severability.** If a court holds one or more of the Agreement’s provisions to be invalid or unenforceable, the Agreement’s other provisions will remain valid and enforceable.

11. **Governing Law and Jurisdiction.** This Agreement is governed by and enforced according to the laws of Utah except for its rules regarding conflict of laws. The forum for determining any dispute arising under this Agreement will be in the applicable Utah state courts in Utah County, Utah, or in the applicable federal courts located in Salt Lake City, Utah.

12. **Binding Agreement and Modifications.** This Agreement is binding upon me, my heirs, my personal representatives, my successors, and my assigns. This Agreement cannot be modified except in writing. Both BYU and I must sign the modified Agreement for it to be effective.

13. **Entire Agreement.** This Agreement constitutes the final and exclusive agreement between me and BYU on the matters contained in this Agreement. All earlier and contemporaneous negotiations and agreements between me and BYU on the matters contained in this Agreement, whether written or oral, are expressly merged into and superseded by this Agreement.

14. **Acknowledgment.** By my signature below, I certify that I am the below-named volunteer *or* that I am the parent or legal guardian of the below-named volunteer. I further certify that I have carefully read this Agreement, understand its content, and agree to all the terms set forth therein.

Complete only if volunteer is under 18:

Volunteer Signature

Parent / Guardian Signature

Volunteer Name

Parent / Guardian Name

Emergency Contact Name / Phone

Date

Date

Volunteer Date of Birth

Volunteer Activity Risks Form

Volunteer Activity: _____ (the “Activity”)

Volunteer environments and activities vary from typical office settings to locations and activities that may involve risk of bodily injury or other harm. The purpose of this form is to identify any risks inherent in the Activity and risk controls implemented to mitigate them. The “Lead Supervisor” of the Activity (e.g., program director) is responsible for completing this form and establishing appropriate oversight and supervision for the Activity. This form accompanies the Volunteer Agreement and is initialed by the volunteer. For questions or assistance in completing this form, contact BYU Risk Management & Safety at 2-4468.

1. Provide a brief description of the Activity in the space below.

2. Does the Activity include activities or settings beyond those normally associated with a typical office environment?

| | |
|-----|--------------------------|
| Yes | <input type="checkbox"/> |
| No | <input type="checkbox"/> |

3. If “Yes” to #2, please identify in the table below any specific risks, as well as risk controls adopted to mitigate each of them (e.g., training, personal protective equipment, medical surveillance, escalated oversight, etc.)

| Identified Risk | Risk Control |
|-----------------|--------------|
| | |
| | |
| | |
| | |

Acknowledgement. I (the Lead Supervisor) certify that I have reviewed the foregoing risks with the volunteer and explained that there may be other risks not known to BYU or not reasonably foreseeable.

Lead Supervisor Name

Lead Supervisor Signature

Date

Volunteer Initials