

MICHIGAN TECHNOLOGICAL UNIVERSITY Volunteer Service Agreement & Release Required of all participants

We are pleased that you have decided to volunteer your services to Michigan Technological University (herein referred to as "Michigan Tech") and the Department of ______ for the following volunteer duties:

Please affirm your acceptance of the terms of this agreement, stated below, with your signature. Also, please accept our sincere thanks for your valuable contribution to Michigan Tech.

I, ______ in consideration of being allowed to participate in the volunteer service of Michigan Tech do hereby agree that:

1. I understand and agree that my volunteer service will be from ______ to ______.

At the end of such period, I understand that my volunteer service will cease and I will no longer be permitted access to University facilities.

Understanding and assumption of risk. I understand there are inherent risks that cannot be eliminated in this activity. I have been advised of probable risks regarding the activity provided by the Program. I affirm that I have sufficient knowledge of the risks involved in this activity and understand that there are risks not specifically identified which are a part of the activity. I am aware of these risks and I agree to follow all safety instructions and to ask questions if I do not understand. I also acknowledge that, despite careful precautions, there are certain inherent risks of injury in this activity which each participant must assume if he or she desires to participate. Therefore, I assume and accept all risks of and full responsibility for bodily injury, death, loss of personal property and any expenses which may be suffered by me resulting from any identified or unidentified dangers and risks associated with my participation with my volunteer service.

Release of all claims. I do hereby fully and forever release and discharge, covenant not to sue, and agree to indemnify and hold harmless Michigan Technological University, its Board of Control, employees and agents from any and all claims, demands, damages, or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, for bodily or personal injury, death or property damage resulting from or arising out of or in connection with my participation in the Program.

- 2. I understand and agree that my volunteer service is in no way an offer of employment by Michigan Tech and that I shall not receive, nor be entitled to receive any compensation, reimbursement or remuneration for my participation in my volunteer service. I further agree to release Michigan Tech from any and all claims to compensation, reimbursement or remuneration related to my volunteer service. I also understand and agree that at no time will I be considered or deemed to be an agent, servant, or employee of Michigan Tech.
- 3. I understand that I will be volunteering at a major research university, and I therefore agree to act appropriately and in a professional, courteous manner during my volunteer service. I understand and agree that Michigan Tech may terminate my volunteer service at any time, with or without cause.
- 4. I understand that during my volunteer service, I may have access to, or may observe, sensitive University information. I hereby agree to maintain the confidentiality and security of student and proprietary data and will not to disclose, discuss, or reveal any such information to unauthorized individuals.

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- 5. In the event that my volunteer services involve working with minor children, I hereby agree to abide by University policy 1.02 Minors Involved in University-sponsored Programs or Programs Held in University Facilities, and to report known or suspected abuse or neglect of minors as outlined in the policy. This includes consent to a background check as well as completing the required training.
- 6. In the event that my volunteer services are in a laboratory where infectious agents, potentially infectious materials or other biological, chemical or physical hazards are present, I hereby agree that I will not participate in any activity involving the use of these agents or materials unless I have completed the required training as outlined in the Volunteer Policy. This includes but is not limited to bacterial, viral or fungal pathogens, human blood, tissues or cell lines, hazardous chemicals, toxins, radioactive isotopes, harmful radiation (lasers, x-rays, etc.) and stored energy sources (air, gas or steam under pressure, rotating flywheels, hydraulic systems, etc.). Furthermore, I agree to assume all risks and responsibilities associated with my volunteer service in the laboratory.
- 7. I understand that any inventions or computer software created by me through the use of University facilities shall be owned by Michigan Tech and I hereby assign all rights to any such inventions and computer software and any related patents, patent applications, and copyrights to Michigan Tech. I agree to execute any documents necessary to confirm such assignment and provide all necessary information for the University to secure proprietary protection to such assigned subject matter.
- 8. I understand that as a university volunteer, I am not entitled to receive Workers Compensation benefits or any other benefits of employment from Michigan Tech, including but not limited to, health care, vacation, or sick time. Further, I understand that as a university volunteer, Michigan Tech does not provide me with accident or medical insurance, and is therefore not responsible for any accident or medical expenses incurred by me.
- 9. I understand that this release is intended to be as broad and inclusive as is permitted by the laws of the State of Michigan.
- 10. In the event of an emergency, I grant Michigan Tech permission to authorize emergency medical care and treatment.
- 11. I certify that I have read and understand the provisions of this agreement and am signing this agreement of my own free will. Further, by signing this agreement. I attest to the fact that I am eighteen years of age or older.

Signature of Participant

Date

Printed Name of Participant

Provide one copy of this agreement to the university volunteer, one copy to the Risk Management Office- riskmgmt@mtu.edu and the original to Human Resources.

Those working with minors are subject to a background check and completion of required training. Contact Heidi Reid at hereid@mtu.edu or 906-487-2229 to begin the background process.

Retain this agreement for three years from the end of service.