

KENT STATE UNIVERSITY VOLUNTEER ASSIGNMENT FORM AND RELEASE

I, _____, agree to participate as a volunteer in _____ ("Coordinating Department") from _____ to _____. I understand that as a volunteer **I AM NOT AN EMPLOYEE** and I will not receive, nor do I expect, payment or any other form of remuneration for this activity. I further understand that I will not be eligible for any Workers' Compensation benefits or any other university benefits. I agree that I provide these services freely, without coercion, and at the will of both parties and either party may terminate this opportunity at any time.

I understand and recognize that I am responsible for my own well being. Further, I understand and acknowledge that my participation in this activity is fully and completely voluntary. I will follow the guidelines, regulations, and/or rules of the University (including but not limited to University Policy 3342-6-04.4), as well as the direction of those coordinating or otherwise monitoring my efforts as a volunteer.

I fully understand and appreciate the potential dangers, hazards and/or risks (including, but not limited to, COVID-19), directly and/or indirectly inherent in participating in this activity, which could also include the loss of life, serious loss of limb, or loss of property. I agree to assume all such risks and to utilize all available safety measures. I also understand the inherent dangers involved in interstate travel and utilizing transportation on other roadways and may have accepted transportation with full knowledge and understanding of these risks. I understand that I am responsible for my own transportation, or if transportation is provided by the University, I understand the University does not control and is not responsible for the actions of any third parties who may provide me with such transportation for this activity. Also, I understand that the consumption of alcohol and/or use of drugs is strictly prohibited and could result in my dismissal from further participation in the activity.

I also understand that the University does not carry medical or liability insurance for me while I am participating in this assignment. By placing my signature below, I acknowledge to the University that I have adequate medical and hospitalization insurance for any injuries that I may incur as a result of attending this assignment. I understand and agree that if I travel by a privately owned vehicle to perform work associated with activity related to this volunteer opportunity, the insurance coverage is limited to that maintained by the driver or owner of the vehicle. No coverage is provided by the University for any injury or damage caused and/or incurred due to such travel.

I understand that I may learn of information, documents, data, records, or other material that is confidential in the performance of this Agreement. I agree not to disclose any information obtained by it as a result of this Agreement, or the activity without the written permission of KSU. I agree that I must assume that all information, documents, data, records or other material is confidential. I further agree to abide by any and all pertinent federal, state and local laws and regulations. I affirm that I have knowledge of, understands, and complies with the Family Educational rights and Privacy Act ("FERPA"). All provisions of this Agreement relating to "confidentiality" shall remain binding upon me in the event of cancellation, unless law requires such disclosure.

NOW, THEREFORE, in consideration for being allowed to participate in this activity, I, for myself, my executors, administrators, and assigns, do hereby release and forever discharge KSU, and its Board of Trustees, its respective entities, administrators, faculty members, employees, agents, and student volunteers from any claims that I might have myself with regard to damages, demands, or any actions whatsoever, including those based on negligence or failure to supervise, in any manner arising my participation in this activity. Furthermore, in consideration for being allowed to participate in this activity, I, for myself, my executors, administrators, and assigns agree to indemnify and hold the supervisor(s) and coordinator(s) of this activity, KSU, and its Board of Trustees, its respective entities, administrators, faculty members, employees, agents, and student volunteers harmless for any and all direct, indirect, special or consequential damages, or costs, legal and otherwise, which I may incur as a result of my participation in this activity, even if due to the negligence of Kent State University or any person serving in the above-identified capacities.

I affirm that I am 18 years of age or older and therefore an adult according to the laws of the State of Ohio. I have read the above terms of this Agreement/Release, and I understand and voluntarily agree to the terms and conditions and that I am giving up substantial rights including my right to sue. This Agreement/Release shall be binding upon the heirs, administrators, executors, and assigns of the undersigned. I acknowledge that I am signing the agreement freely and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. This Agreement will be governed by the laws of the State of Ohio.

Participant Signature

Participant's Address

Date

I affirm that I have reviewed this assignment and confirm that such assignment is in accordance with university policy 3343-6-04.4. The use of this volunteer does not replace or otherwise supplement work performed by other University employees or those duties normally associated with paid positions of the University.

University Signature (Print Name)

Division/College/Department

Date

PARENTAL RELEASE (VOLUNTEER UNDER THE AGE OF 18)

As a parent/guardian on behalf of the above-named minor, I have read the above terms of this Agreement, and I understand and agree to the terms and conditions stated herein. I further understand and agree that the University is not assuming a custodial or special relationship through this activity. This Agreement/Release shall be binding upon the heirs, administrators, executors, and assigns of the undersigned. I further agree to indemnify Kent State University, its agents, officers and employees against any action brought against KSU by the above-named Participant, including but not limited to an action brought by my minor child upon reaching the age of majority. I warrant that I am authorized to execute this Agreement and Release on behalf of the above-named minor.

Parent/Guardian Signature (Print Name)

Guardian Address (City, State, Zip)