



**VOLUNTEER SERVICES
PARTICIPATION AGREEMENT**

I, _____, agree to participate **as a volunteer** in the following described activity or capacity _____ (hereinafter stated as “activity”) in or through the _____ (Sponsoring School, Department, Office, Organization) from _____ to _____ (Inclusive Dates).

I UNDERSTAND AND AGREE AS FOLLOWS:

_____ (Initial) I **am not and will not become an employee** of Jacksonville State University and I will not receive, nor do I expect to receive, payment or any other form of remuneration for my volunteer services.

_____ (Initial) I **am not and will not be eligible** for any university or state benefits provided or which may be available to university employees, including but not limited to health, accident, indemnity, or liability coverage of any type.

_____ (Initial) I engage in the stated activity freely and without coercion or promise of reward or benefit whatsoever.

_____ (Initial) As a volunteer, both the university and I may unilaterally terminate this volunteer agreement at any time, for or without cause, with or without advance notice.

_____ (Initial) I recognize I am responsible for my own wellbeing. Participation in any activity is my own decision and I accept full and complete responsibility for my decision. I fully understand and appreciate the potential dangers, hazards and/or risks directly and/or indirectly inherent in participating in this activity, which could also include serious personal injury, disability, loss of life or damage to personal property.

_____ (Initial) I agree to undergo any safety or skill training, provided by the university or otherwise, that may be necessary or desirable prior to participating in or associated with the subject activity. I further agree to wear or utilize any protective equipment or gear that may be advised or necessary whether furnished by the university or otherwise.

_____ (Initial) I understand and voluntarily agree to assume any and all risks, harm, injuries, damages, both foreseeable and unforeseeable, both direct and indirect, arising out of, or associated with or as a result of participating in this volunteer activity.

_____ (Initial) I **also understand that the university does not provide medical or casualty insurance for me whatsoever**. If the activity governed hereby includes international travel, I expressly acknowledge that it is my responsibility to obtain at my expense any necessary or advised inoculations or vaccinations, medicines, medical insurance, medical evacuation insurance, and/or repatriation of remains insurance. By executing this document, I acknowledge that I currently have adequate medical and hospitalization insurance, and to the extent I may be uninsured or underinsured, I accept full and complete personal responsibility for all costs, expenses or charges I may incur or which may be incurred on my behalf as a result of or related to any illness or injury I may have while engaged in the activity governed by this agreement.

_____ (Initial) I agree that should I utilize travel by a vehicle privately operated by me that I will have and will maintain liability insurance coverage in no less sum and in such form as may be required by law, and if I am a passenger in a privately-owned vehicle operated by another, any insurance coverage available to me will be limited to that maintained by the driver and/or owner of any such vehicle or which may be available to me as a

benefit of coverage under my own personal insurance. I understand that no insurance coverage is or will be provided by the university for any injury or damage incurred related to, arising from, related to, or during such travel. To the extent that insurance coverage is maintained on any vehicle owned, operated or leased by the university, such benefits as may be contractually available to me shall not be deemed a waiver of any rights, immunity or limitation of damages which the university may enjoy or which may inure to the benefit of the university, its trustees, officers, employees, students or agents.

_____ (Initial) I understand that the university may conduct a personal background check on me. I hereby give my affirmative consent for such investigation.

_____ (Initial) The Family Educational Rights & Privacy Act (FERPA) protects the privacy of students in most aspects of their academic pursuits. As such, I understand that I may be required to undergo FERPA training before engaging in any activity governed by this agreement.

NOW, THEREFORE, in consideration of being allowed to participate or engage in this activity, to the fullest extent permitted by law,

_____ (Initial) I agree that I will **indemnify and hold harmless** Jacksonville State University, its trustees, officers, representatives, agents, students and employees from and against any and all claims, suits, judgments, damages, losses and expenses, including legal fees and all court costs and litigation expenses, arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from any acts, omissions, breaches, wrongs or defaults for which I am shown legally responsible, and that I will defend and bear all costs of defending any actions or proceeding brought against Jacksonville State University, its trustees, officers, representatives, agents students and employees arising in whole or in part of any such acts, omissions, breaches or defaults. The foregoing indemnity shall not be limited in any way by amount or type of damage, expense or compensation.

_____ (Initial) I further hereby **release and forever discharge** Jacksonville State University, its trustees, officers, representatives, agents, students and employees from all any and all claims, suits, actions, causes of action, charges, demands, judgments, costs, expenses and executions, present and future, known or unknown, whether legal, equitable or statutory, no matter how styled or denominated, that I have or may have at any time that in any manner arises out of this agreement.

_____ (Initial) I affirm that I am 19 years of age or older and therefore an adult according to the laws of the State of Alabama and that I have full and complete capacity to execute this agreement.

_____ (Initial) I have read the above and understand and agree to the terms and conditions and recognize that I am giving up substantial rights, including but not limited to my right to sue. I enter into and execute this agreement freely without any duress, coercion or promises whatsoever.

_____ (Initial) I affirmatively and irrevocably state that there is full, complete and adequate consideration supporting this agreement and that the adequacy of such shall not be questioned.

_____ (Initial) The terms of this agreement and all of my obligations and undertakings contained herein shall be binding not only upon me, but shall be binding on my heirs, next of kin, personal representatives, and estate to the fullest extent allowed by law.

_____ (Initial) I understand and agree that this agreement shall be interpreted and applied according to the laws of the State of Alabama without consideration of its conflicts of laws principles, and exclusive jurisdiction and venue shall reside in the state courts of Calhoun County Alabama or the United States District Court for the Northern District of Alabama, as may be applicable.

Entered into at Jacksonville, Calhoun County, Alabama, effective the date shown by the university official approving this agreement as indicated by the affixing of his/her signature hereto.

VOLUNTEER:

NAME: _____ (Print Full Name)

ADDRESS: _____

CONTACT INFORMATION: Phone: _____ Email: _____

VOLUNTEER SIGNATURE: _____ DATE: _____

WITNESS (print name): _____ WITNESS (signature): _____

JACKSONVILLE STATE UNIVERSITY

Dept Head/Director/Supervisor Signature: _____ DATE: _____

Dean/Vice President: _____ DATE: _____

University Use Only Below This Line

Recommended By: _____ (Provost, Vice-President Dean, Department Head, Other)

Background Investigation Required? **Y N** (Circle One) Completed: _____ Initial: _____

FERPA Training Required? **Y N** (Circle One) Completed: _____ Initial: _____

Reviewed Legal: _____ Reviewed Human Resources: _____

NOTES: