

**SOUTHERN ILLINOIS UNIVERSITY  
VOLUNTEER WORK AGREEMENT/  
ASSUMPTION OF THE RISK/  
WAIVER OF LIABILITY**

I, \_\_\_\_\_, (hereinafter “Volunteer”), a resident of \_\_\_\_\_, \_\_\_\_\_ and 18 years of age or older, desire to volunteer my time, knowledge, talent, and work to Southern Illinois University Carbondale (“SIU”) to \_\_\_\_\_ (“Activity”).

Wherefore, in consideration of being permitted to participate in the Activity, Volunteer, of his or her own free will and without any promises of favor or gain from SIU, agrees as follows:

**Section 1. No Employment or Compensation for Services.**

Volunteer understands and agrees that no employment relationship is created by this Agreement and that Volunteer will not receive any compensation, reimbursement, or employment benefits of any kind for the Activity, including but not limited to, any class credit at an educational institution, monetary compensation or reimbursement, worker’s compensation in the event of an injury to Volunteer, any insurance coverage, disability benefits, contributions to a retirement fund or other retirement benefits. Volunteer understands and agrees that Volunteer has no property interests of any kind in the Activity.

**Section 2. Assumption of the Risk/Waiver of Liability/Indemnification.**

Knowing the dangers, hazards, and risks of the Activity, Volunteer, on Volunteer’s own behalf and on behalf of Volunteer’s family, heirs, personal representative(s), agents and assigns, agrees to assume all the risks and responsibilities

surrounding Volunteer's participation in the Activity, the transportation to and from the Activity, and in any independent research or activities undertaken as an adjunct thereto, and in advance releases, waives, forever discharges, and covenants not to sue SIU, its governing board, officers, agents, employees, and any students acting in their capacity as SIU employees (hereafter called the "Releasees"), for any and all liability, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature ("Claims") that Volunteer may have or that may hereafter accrue to Volunteer, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by Volunteer or by any property belonging to Volunteer while participating in the Activity or while in, on, upon, or in transit to or from the premises where the Activity, or any adjunct to the Activity, occurs or is being conducted. Volunteer further agrees to indemnify and hold Releasees harmless from and against all such Claims.

### **Section 3. Confidentiality.**

Volunteer agrees that he/she will not at any time during or after the term of this Agreement, without the prior written consent of SIU, disclose to any person any proprietary or other confidential information related to the business or financial matters of SIU. Volunteer further agrees that upon termination of this Agreement for any reason, Volunteer will not take or retain, without written authorization from SIU, any papers, lists, books, files, or other documents or copies of confidential items or other information or property of any kind belonging to SIU.

### **Section 4. Compliance with Applicable Law/University Policies**

Volunteer agrees to comply with all applicable laws and University policies while engaged in the Activity.

**Section 5. Cooperation with Defense**

Volunteer agrees to cooperate with any accident investigation and cooperate with the defense of any Claims that may be filed against SIU related to the Activity. Such cooperation may include, but is not limited to, providing statements or other testimony as SIU requires.

**Section 7. Termination**

Volunteer further understands and agrees that the University may, without advance notice of any kind, terminate the Activity and/or this Agreement at any time, for any or no reason, in its sole discretion. Termination may be oral or written at SIU's sole discretion. In the event of Termination, Volunteer agrees to cease participating in the Activity.

IN WITNESS whereof, I have read, reviewed, and executed this Agreement on this the \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Volunteer

Signed before me this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Witness