CHICAGO STATE UNIVERSITY

Volunteer Services

Waiver of Liability, Assumption of Risk and Indemnity Agreement

This form must be completed, submitted to and approved by the Chicago State University Human Resources Department prior to beginning volunteer services.

VOLUNTEER INFORMATION

Name (Print): _____

Phone: _____ **Email:** _____

Address: _____

I have chosen to volunteer my services to Chicago State University (the "University") during the following academic term: _____. Accordingly, I accept the terms of this Agreement, provided below:

No Employment or Compensation for Services: I agree that my participation in the activities outlined in the attached Description of Volunteer Services (which is part of this Agreement) is not in exchange for any consideration (e.g., pay, benefits, stipend, reimbursements, the promise of future employment) and that I do not have a formal appointment for these particular services. I acknowledge that, in exchange for my service as a University volunteer, I have neither been promised any consideration nor do I expect to receive any consideration.

I agree that, as a University volunteer, I am not a University employee. I understand and agree that the University has the right to end my volunteer relationship with the University at any time, for any reason, and without advanced notice.

Assumption of Risks: I know, understand and acknowledge that there is a risk of injury from volunteering and using the University facilities and equipment, including the potential for serious injury and death. I hereby voluntarily and knowingly assume all such risks of any injuries (regardless of severity) and death, which I may incur related to my volunteer services.

Waiver: In consideration of being allowed to participate in the volunteer service, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive and discharge Chicago State University, its Board of Trustees, officers, employees, and agents from liability for any and all claims, including but not limited to negligence, resulting from personal injury, accidents or illnesses (including those resulting in paralysis, permanent injury or death) or property loss arising from the volunteer activity.

Indemnification and Hold Harmless: I agree to indemnify and hold Chicago State University harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities of any nature that arise out of or related to my volunteer activities.

Insurance: I understand that as a University volunteer, I am not entitled to any employee benefits. In this regard, I understand that the University will not provide me with accident or medical insurance and is therefore not responsible for any accident or medical expenses that I incur while volunteering. I also understand that I am not covered by workers compensation laws in connection with my University volunteer affiliation. I certify that I have health and/or accident insurance coverage for any personal injury that I may sustain while engaged in the volunteer services, regardless of cause. I further agree to provide proof of such insurance upon request. I am solely responsible, through insurance or otherwise, for any hospital, medical or other costs arising from any injury or damage sustained through my participation in the volunteer services.

Background Check Requirement: I understand that all volunteers are required to complete a background check through Castlebranch (https://www.castlebranch.com). To complete my background check, I will input package code cu35ma in the Place Order section on the home screen and follow all steps as indicated. The University reserves the right to end the volunteer relationship should the results of my background investigation not be successful.

Compliance with Laws and University Policies and Procedures: I agree that I will comply with applicable local, State and federal laws and University rules, policies and procedures applicable to my presence at the University. Further, I will follow the directions and guidance of my supervisor directing my volunteer assignment. I likewise agree to follow any schedule established in connection with my volunteer assignment.

Confidentiality: As a volunteer, I understand that while performing my services for the University, I may have access to confidential, proprietary or personal information regarding faculty, staff, students, parents, alumni, vendors, the University and or any minor enrolled in a University program. Such confidential information may be accessed in any format and may include, but is not limited to medical/health, financial, employment, contractual or institutional data.

I agree that I will not access, use, remove, disclose, copy, release, sell, loan, alter or destroy confidential information except as authorized within the scope of my volunteer services. I also understand that I will be held responsible for my misuse or unauthorized disclosure of confidential information.

Mandated Reporter: I acknowledge that as a volunteer I must abide by the Illinois Abused and Neglected Child Reporting Act (325 ILCS 5) which mandates that a volunteer who has reasonable cause to believe that a child under the age of 18 known to them in their volunteer capacity may have been subjected to physical or sexual abuse, may be at risk of physical or sexual abuse, or is being deprived of the proper or necessary care are required by law to immediately report such mistreatment to the Illinois Department of Children and Family Services ("DCFS") by calling the DCFS child abuse hotline at 1-800-25-ABUSE.

I acknowledge I will complete the DCFS training "Recognizing and Reporting Child Abuse: Training for Mandated Reporters" at the following link: https://mr.dcfstraining.org/UserAuth/Login!loginPage.action

Severability: I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Illinois and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Entire Agreement: I agree that this Agreement (along with the **Description of Volunteer Services**) sets forth the entire agreement between me and the University regarding my service as a University volunteer and supersedes any written or oral understanding, promise or agreement that is not referred to and incorporated in this Agreement. I agree that this Agreement shall be governed by Illinois law and may be changed only by a written document signed by me and an authorized University official.

Acknowledgment of Understanding: I have read this volunteer services, waiver of liability, assumption of risk and indemnity Agreement. I fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this Agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I warrant that I am at least 18 years of age and that I am competent to sign this Agreement.

Volunteer Name: (PRINT) _____

Signature: _____ Date: _____

CSU Department/Unit: _____

Department Director's Signature: _____Date:_____

Volunteer's Supervisor Name and Signature: _____

Date: _____

OFFICE OF HUMAN RESOURCES USE ONLY
Description of Volunteer Services Attached: _____
Data Form Completed: _____
Background Check Completed: _____
Volunteer Approved: _____
Approval Period: _____
MM/DD/YYYY - MM/DD/YYYY