

## MANAGEMENT OVERSIGHT OF VOLUNTEER GUIDELINES

### **Management must ensure:**

- All volunteers will be supervised by University employees.
- The volunteers understand that they are providing a service to the University of the Sciences in Philadelphia (“University”) without acceptance or claim to compensation or benefits for services.
- The volunteer will not be considered an employee, agent or independent contractor employed by the University for any purpose. Management must also recognize that volunteers do not have any authority to bind the University to agreements with third parties.
- The volunteers understand that they may have access to confidential information but they will not disclose this information without prior consent from their supervisor.
- The volunteers have reviewed the policies and procedures of the University, and department if applicable, before beginning their role at the University. The University has the right to terminate participation by any volunteer whose conduct is determined to be detrimental to the best interest of the University, to violate any rule or requirement, or for any other reason in the University’s discretion.
- The volunteers conduct themselves in accordance with the University’s policies and procedures and agree to abide by all rules and requirements.
- The volunteers have gone through all safety trainings required for employees and training relevant to the volunteers’ position.
- All volunteers acknowledgement that they have read and accept the guidelines put forth by the University of the Sciences by signing the University’s Guidelines Acknowledgement and Waiver.

## **UNIVERSITY VOLUNTEER GUIDELINES AND WAIVER**

**University of the Sciences recognizes the importance of volunteerism to the University, and it is our intention to foster the tradition of volunteerism through greater involvement on campus. Volunteers, including student volunteers, provide a valuable service to the University and we thank them for their service to the University.**

**The guidelines and waiver are in place to mitigate risk and ensure a successful relationship between the University and volunteers. Prior to beginning their service, all University volunteers shall review the University policies and procedures, sign the Volunteer Guidelines and Volunteer Waiver Acknowledgements confirming that they understand and agree to the terms provided by the University.**

- A volunteer is defined as any person who provides services to the University of the Sciences in Philadelphia (“University”) without acceptance or claim to compensation or benefits for services. This includes but is not limited to insurance, retirement benefits, workers’ compensation, travel expenses or other compensation.
- A volunteer is not to be considered an employee, agent or independent contractor employed by the University for any purpose. Volunteers do not have any authority to bind the University to agreements with third parties.
- All volunteers must conduct themselves in accordance with the University’s policies and procedures and agree to abide by all rules and requirements. Volunteer status may not be used as a way to avoid or defer compliance with the employment eligibility certification requirements of the Immigration Reform and Control Act of 1986. The University has the right to terminate participation by any volunteer if it is determined that their conduct is detrimental to the best interest of the University; violates any rule or requirement, or for any other reason in the University’s discretion.
- The volunteers agree that they will not disclose any information deemed confidential, that they may have access to, without prior consent from their supervisor.
- All volunteers are required to carry and show proof of health insurance coverage. If a volunteer is injured while providing services for the University, that volunteer will not be covered by any University health, accident, disability or workers’ compensation insurance or benefit. The University shall have no liability for personal injury or property damage which may be suffered by the volunteer, unless such injury or damage directly results from the negligent act or omission of the University or its employees.
- The University recommends that personally owned vehicles used for University business carry liability insurance coverage. The University does not provide liability insurance coverage or physical damage insurance coverage (collision and comprehensive) for any volunteer’s non-University vehicle. If a volunteer uses a personal vehicle for University related business, that person’s own vehicle insurance will be responsible for any insurance claims. The University will not reimburse any volunteer or their insurer for any deductible or liability claim paid by their auto insurance or for any damage to a personally owned vehicle.
- A volunteer who injures a third party may be covered by the University liability insurance. The volunteer must have been acting in good faith and working within the scope of his/her volunteer assignments. A volunteer who is performing duties for persons or entities other than the University will not be covered under the University’s liability insurance even if the University organized or promoted the services.

**MY SIGNATURE CONFIRMS THAT I HAVE READ AND UNDERSTAND THE POLICIES AND PROCEDURES AND THE VOLUNTEER GUIDELINES. BY SIGNING I AM AGREEING TO ADHERE TO THE UNIVERSITY POLICIES, PROCEDURES AND GUIDELINES.**

**Volunteer’s Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**If under 18, Signature of Parent/Legal Guardian** \_\_\_\_\_ **Date** \_\_\_\_\_

**Relationship to Minor** \_\_\_\_\_

**VOLUNTEERS**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE - PLEASE READ CAREFULLY!**

Volunteer Name: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

Address: \_\_\_\_\_

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY:**

In consideration of approval to volunteer at the University of the Sciences in Philadelphia (“USciences”) in the department of \_\_\_\_\_, from \_\_\_\_\_ to \_\_\_\_\_, and intending to be legally bound, I hereby agree as follows:

- To waive any and all claims that I have or may in the future against USciences or any of its trustees, officers, agents and employees (collectively, “USciences Parties”);
- To release USciences Parties from any and all liability for any loss, damage, injury or expense (including, without limitation, attorneys’ fees) that I may suffer, or that my next of kin may suffer, as a result of my participation as a USciences volunteer, due to any cause whatsoever, including negligence, breach of contract or breach of any statutory or other duty of care;
- It is my responsibility to ensure I have adequate medical, personal health, dental and accident insurance coverage, as well as protection of my personal possessions;
- To hold harmless and indemnify USciences Parties from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my participation as a USciences volunteer, if such liability is as a result of my acting outside the scope of my duties and responsibilities;
- This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity;
- In entering into this agreement, I am not relying upon any oral or written representations or statements made by USciences Parties other than what is set forth in this Agreement;
- I freely accept and fully assume all risks, dangers and hazards and the possibility of personal injury, death, property damage or loss, resulting from my participation as a USciences volunteer;
- I expressly agree that the foregoing release is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania, and that this agreement will be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws principles; and
- I agree that in the event that any clause or provision of this agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision will not otherwise affect the remaining provisions of this agreement, which will continue to be enforceable.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE USCIENCES PARTIES.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_\_

Volunteer’s Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature of Parent or Legal Guardian \_\_\_\_\_ Date \_\_\_\_\_

*(if Volunteer is a Minor)*

Relationship to Minor \_\_\_\_\_

Chair or Director Signature (Witness) \_\_\_\_\_ Date \_\_\_\_\_

Send Completed scanned copies to: [a.mcmahon@usp.edu](mailto:a.mcmahon@usp.edu)