

VOLUNTEER AGREEMENT (UNPAID)

THIS AGREEMENT dated this _____ day of _____, 20__.

Version 8. Apr 7, 2016

BETWEEN:

SIMON FRASER UNIVERSITY
8888 University Drive
Burnaby, British Columbia V5A 1S6

Care of

Faculty of: _____
 Department or Program: _____
 Name of Supervisor: _____
 Supervisor's Position Title: _____
 Department Chair, Director, or equivalent: _____
 (the "**University**")

AND:

Volunteer Name: _____
Address : _____
Phone Number(s) : _____
Email: _____
SFU ID (if applicable): _____
 Volunteer is 19 or more years of age. **Volunteer initial:** _____
 If Volunteer is under 19 years of age, addendum to this agreement must be completed
 (the "**Volunteer**")

In consideration of the University providing resources, space, experience, and training as may be required, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the University and the Volunteer agree to participate in a Volunteer Placement (the "**Placement**") on the following terms and conditions:

1. **TERM OF AGREEMENT** – "This Agreement and the attached addendum (if applicable), shall be valid for up to 6 months commencing on _____, 20__ and ending on _____, 20__ unless terminated earlier by either party in accordance with this Agreement."
2. **VOLUNTEER DUTIES** – Without payment or compensation of any kind whatsoever the Volunteer agrees to perform those duties assigned to the Volunteer from time to time by the supervisor or designate of the program organizer, on the days and during the hours agreed to by the parties. The Volunteer will comply with the University's rules, regulations and applicable policies for the duration of the Placement. The Volunteer acknowledges that some duties may require background inquiries such as criminal record checks. The Volunteer is not authorized to bind the University to agreements with third parties.
3. **SUPERVISION** – The Volunteer agrees to be under the supervision of the supervisor at all times during the Placement. The degree to which the supervision is direct shall be commensurate with the age of the volunteer, the location of the work, and the duties to be performed. The University will provide to the Volunteer site and work-specific safety training as required.

4. **REPRESENTATIONS AND WARRANTIES** – The University makes no representations or warranties, express or implied, as to any matter whatsoever with respect to the duties to be performed by the Volunteer under this Agreement and the attached addendum (if applicable).
5. **LIABILITY INSURANCE** – The University will include the Volunteer in its liability coverage for claims made against the Volunteer arising out of the duties of the Volunteer while acting on behalf of the University.
6. **ASSUMPTION OF RISKS** – Participation in any project and/or facility may involve a risk of injury and other dangers and hazards, including but not limited to: personal injury, death, property damage, expense, exposure to laboratory chemicals, biological materials (e.g. animals, plants, microbes), radiological hazards (including ionizing and non-ionizing exposures), field hazards (e.g. wildlife, inclement weather, rocky or slippery terrain, and dangers of vehicle, boat, aircraft, and other travel). It is the responsibility of the Volunteer to learn as much as possible about the Placement and to inform him or herself of the risks, if any, associated with the Placement. The Volunteer may contact personnel in the department where the Placement is to occur to learn more about these risks. By participating in the Placement, the Volunteer will be deemed to have accepted responsibility for all such risks.

The Volunteer agrees to WAIVE certain rights as outlined in section 7 below. Volunteer initial: _____

7. **RELEASE** – The Volunteer, for him/herself, his/her, theirs, they/them/themselves executors and administrators, successors and assigns, hereby releases and forever discharges the University and its governors, officers, directors, servants, employees, agents, independent contractors, subcontractors, volunteers and representatives who are in any way connected to the Placement (the “**Releasees**”), of and from any and all manner of actions, causes of action, suits, proceedings, contracts, claims, demands and liabilities whatsoever, in law or in equity, which the Volunteer ever had, may now or hereafter have for or by reason of any loss, damage or injury suffered by the Volunteer or any other person by reason of any cause, matter or thing whatsoever arising directly or indirectly out of the performance by the Volunteer of his or her duties under this Agreement and the attached addendum (if applicable), or otherwise in any way related to or arising in connection with the Placement or this Agreement and the attached addendum (if applicable).
8. **PROPERTY** – The Volunteer is personally responsible for the safety and security of his/her/their personal property while participating in the Placement and the University will not be responsible for any loss or damage to the Volunteer’s personal property. Any University property (including keys, identification cards, and parking passes) shall be returned to the Department following completion of the Term of Agreement.
9. **CONFIDENTIALITY** – In accordance with the *Freedom of Information and Protection of Privacy Act* (British Columbia), the Volunteer will treat as confidential and will not, without the prior written consent of the University, publish, release or disclose any information supplied to, obtained by, or which comes to the knowledge of the Volunteer as a result of this Agreement and the attached addendum (if applicable). The University is subject to the access and privacy provisions of the *Freedom of Information and Protection of Privacy Act* which creates a right of access to records under the custody and control of public bodies subject to specific, limited exceptions. The Volunteer agrees to immediately return all property of the University in the Volunteer’s possession or control upon the termination of this Agreement and the attached addendum (if applicable).
10. **TERMINATION** – Either party may terminate this Agreement at any time by giving notice in writing to the other at the address given in this Agreement and as of the effective date of such termination, the Volunteer will no longer perform duties under the Placement.
11. **JURISDICTION** – This Agreement and the attached addendum (if applicable), including all matters of construction, validity and performance shall in all respects be construed and enforced in accordance with the laws of British Columbia and the laws of Canada applicable therein. The parties hereby irrevocably consent to and submit themselves to the exclusive jurisdiction of the courts of British Columbia.

12. **COLLECTION AND USE OF PERSONAL INFORMATION** – The Volunteer consents to the collection, use and disclosure of all personal information contained in this Agreement and the attached addendum (if applicable), and otherwise collected by or on behalf of the University for all purposes in accordance with the *Personal Information Protection Act* (British Columbia).

13. **WORKERS COMPENSATION AND MEDICAL COVERAGE** – The Volunteer is unpaid and unless otherwise acknowledged in writing, the Volunteer is not afforded any coverage under the *Workers' Compensation Act* (British Columbia). The University provides modest extended health coverage to the Volunteer for incidents that may occur while the Volunteer is conducting officially sanctioned University work, however the Volunteer is expected to arrange for and ensure they have their own basic medical coverage in place which is, or is equivalent to, the British Columbia Medical Services Plan.

14. **EMPLOYEE – EMPLOYER** – At no point will the Volunteer be considered to be an employee, nor will the Volunteer hold themselves out to be an employee, of the University or of the supervisor to whom the Volunteer reports. The Volunteer acknowledges that the assigned duties are those that would not otherwise be conducted by a paid employee. The Volunteer agrees that any volunteer services do not constitute a guarantee or promise of future employment, nor do they entitle the Volunteer to greater consideration for any future employment or volunteer opportunities.

15. **INTELLECTUAL PROPERTY** – Title to any copyrights or patents or copyrightable material first produced in the performance of this Placement shall remain the property of the University.

IN WITNESS WHEREOF, the parties have executed this Agreement and the attached addendum (if applicable), on the day and year first above written.

SIMON FRASER UNIVERSITY

 Name of SFU Department Chair, Director,
 or Eq

 Title of SFU Department Chair, Director,
 or Equivalent



 Signature of SFU Department Chair, Director,
 or Equivalent

VOLUNTEER

I confirm that I am 19 years of age or older and that I have read and understood this Agreement prior to signing it.

 Volunteer Name:

 Witness Name:

 Volunteer Signature:

 Witness Signature:

 Date

The attached Addendum must be completed by a parent or legal guardian of a minor (under the age of 19).

The attached Addendum must be completed by a parent or legal guardian of a minor (under the age of 19).

ADDENDUM

ASSUMPTION OF RISK – PARENTAL/GUARDIAN CONSENT FORM

This document is to be signed in conjunction with the attached Volunteer Agreement for all minors (those under the age of 19) who wish to volunteer at or for SFU. For clarity, any capitalized terms used in this Addendum and not otherwise defined herein will have the meanings given to such terms in the attached Agreement.

Simon Fraser University does hereby permit the minor listed below to participate in the Volunteer Placement on the following terms and conditions:

- 1) I freely consent to _____'s participation in the SFU Volunteer Placement and I am aware of and accept all such risks of exposure (including but not limited to those listed on the attached Agreement) and the possibility of personal injury, death, property damage or loss resulting therefrom.
- 2) I further acknowledge and agree that the Releasees have made no verbal or written representations or warranties in respect of _____'s safety during the Volunteer Agreement or the quality, condition or suitability of any equipment, facilities or services provided during the Volunteer Placement, and no statements made by any of the Releasees shall supersede the foregoing.
- 3) I hereby WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Releasees arising out of any aspect of _____'s participation in the Volunteer Placement and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer arising in any way out of _____'s participation in the Volunteer Placement, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, as well as any duty of care owed under the *Occupier's Liability Act*, on the part of the Releasees. I understand that negligence includes failure on the part of the Releasees to take reasonable steps to safeguard or protect _____ from the risks, dangers and hazards described in the attached Agreement.
- 4) I hereby HOLD HARMLESS, INDEMNIFY AND DEFEND the Releasees from any and all liability for any damage to property of or personal injury to any third party, resulting in any way out of _____'s participation in the Volunteer Placement.

I hereby certify that I am the parent or guardian of _____ and have the right to consent to his or her participation in the Volunteer Placement.

I confirm that I have read and understood this addendum prior to signing it, and I am aware that by signing this addendum I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the Releasees.

Signed this _____ day of _____, 20____.

Name of Minor (please print)

Parent/Guardian name (please print)

Parent/Guardian signature

Name of Witness

Witness signature