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## **VOLUNTEER AGREEMENT**

Between

**Eastern Carver County Schools**

and

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(hereinafter “the volunteer”)

This document sets forth the responsibilities and understandings of the volunteer and of Eastern Carver County Schools regarding volunteer’s participation in volunteer programs partially or wholly coordinated by Eastern Carver County Schools.

The volunteer and Eastern Carver County Schools agree as follows:

1. The volunteer performs the service of the volunteer’s own free will, without promise, expectation, or receipt of remuneration. The volunteer is not an employee of Eastern Carver County Schools for any purpose and the volunteer’s services are not mandated by Eastern Carver County Schools.
2. If the volunteer is under the age of 18, the volunteer may only participate in volunteer service with the express written consent of the volunteer’s parent or guardian.
3. The volunteer understands and agrees that it is possible that the volunteer may be exposed to illness, injury, death, loss or damage to person or to property as a result of the volunteer’s services and/or presence in, on and around the buildings and property of Eastern Carver County Schools and the students, employees and others therein. The volunteer accepts any and all risks of illness, injury, death, loss or damage to person or property and hereby releases and forever discharges Eastern Carver County Schools, its officers, employees, agents and assigns from any and all liability, claims, or demands on account of illness, injury or death to volunteer’s person and loss or damage to the volunteer’s property caused by the negligence of Eastern Carver County Schools, its officers, employees, agents and assigns as a result of the volunteer providing service, but not by the willful or wanton misconduct of Eastern Carver County Schools, its officers, employees agents and assigns.
4. The volunteer assumes full responsibility for the risk of illness, injury or death to the volunteer’s person and loss or damage to the volunteer’s property resulting from the volunteer’s services and/or presence in and around Eastern Carver County Schools and the students, staff and others therein.
5. The volunteer agrees and understands that injuries or losses to others, such as co-workers or the person(s) being helped, may occur as a result of the volunteer’s negligent or intentional acts during volunteer service, and that to avoid such harm, the volunteer must exercise care and act responsibly in serving others.
6. The volunteer will be primarily responsible for any injury or loss to another due to the volunteer’s intentional actions or due to volunteer’s negligent actions arising outside of the scope of the volunteer’s activities and the volunteer is responsible for any liability, repair, or damages for the harm. If the volunteer was acting within the scope of her duties and in good faith the provisions of Paragraph 11 and 12 may apply.
7. Eastern Carver County Schools is not providing the volunteer with insurance coverage for any injuries, conditions, or losses to the volunteer arising out of volunteer activities. The volunteer must maintain his or her own primary medical and automobile insurance. The volunteer’s own medical and automobile insurance will apply when driving non-Eastern Carver County Schools owned vehicles in the course of the volunteer service to Eastern Carver County Schools. The volunteer is also encouraged to maintain property and life insurance coverage while serving as a

volunteer. All costs for injury or loss above the coverage provided by the volunteer's insurance are the volunteer's personal responsibility.

8. Eastern Carver County Schools does provide liability insurance coverage on all Eastern Carver County Schools vehicles used during service projects.
9. In projects where the volunteer will be transporting others in a non-Eastern Carver County Schools owned vehicle, the volunteer may be required to provide proof of automobile insurance in order to participate.
10. Since volunteers are not Eastern Carver County School employees, Eastern Carver County Schools does not provide worker's compensation coverage for injuries or illnesses to the volunteer arising out of volunteer activities.
11. Eastern Carver County Schools may provide you with a legal defense, upon your request, in response to any claim or action brought against you, arising out of your volunteer service in a program coordinated by Eastern Carver County Schools where you were acting in good faith and acting within the scope of the volunteer activity, and the act in question was not an intentional or knowing act constituting illegal, willful, or wanton conduct. Eastern Carver County Schools will not defend you in any case where the injury resulted from your operations of a non-Eastern Carver County Schools motor vehicle, or where the suit is brought by an authorized governmental officer to enforce a federal, state, or local law.
12. In legal actions in which Eastern Carver County Schools provides your defense, Eastern Carver County Schools will pay for reasonable attorney fees, judgments, settlements, or other expenses directly related to your defense only up to the limits presently stated in the appropriate State statutes, one time only per volunteer. Eastern Carver County Schools will control the defense and you must reasonably cooperate and comply with Eastern Carver County Schools' decisions and procedures.
13. The volunteer agrees to consent to a criminal background check (if required by the district) prior to performing any volunteer services. The cost of the criminal background check will be based on district procedure and the sole responsibility of the volunteer. If a criminal background check is required you will receive an e-mail from [hansk@district112.org](mailto:hansk@district112.org) with directions for completing the criminal background check and payment process.
14. The volunteer understands that as part of volunteer services she may receive private data or information about students and personnel. The volunteer understands that she must maintain the privacy of the data and information received. Violation of a student or employee's privacy rights can subject the School District to liability and, if the release of information is intentional, constitutes a misdemeanor. If the volunteer violates this paragraph the volunteer may be terminated from the volunteer position.
15. The volunteer's services may be immediately terminated upon the School District giving oral or written notice thereof.

By signing below, the parties confirm that they have read, understand, and consent to the terms of this waiver agreement. **Please complete all information below.**

**Volunteer Information**

**Eastern Carver County Information**

\_\_\_\_\_  
Volunteer Signature

\_\_\_\_\_  
Eastern Carver County Representative Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Volunteer E-Mail

\_\_\_\_\_  
Volunteer Phone Number

\_\_\_\_\_  
Volunteer Position and Building