

## UNIVERSITY OF CALGARY

### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AGREEMENT

**NOTE: This waiver is only for volunteers that are over 18 years old with Canadian Citizenship or Permanent Resident status or volunteers with student permits that are volunteering on a University campus.**

Thank you for volunteering with the University of Calgary (the “University”). The University recognizes that your volunteer contribution enhances the University’s programs and activities, and wants to ensure that your volunteer experience is a safe and rewarding one.

#### **ACCEPTANCE OF RESPONSIBILITIES**

I understand that I am signing up to perform activities that may include training, administrative processing, physical labour, clerical work or other forms of labour (collectively, “Volunteer Work”).

With respect to my Volunteer Work, I understand that I am **not** entering into an employment relationship with the University and that I am not entitled to receive a salary or any employee benefits. I further understand that either the University or I may terminate this volunteer relationship at any time without notice.

#### **I understand and acknowledge that:**

- 1) I have an obligation, which continues after my volunteer work has ended, to respect the confidentiality of any sensitive information or dealings that may relate to my volunteering at the University;
- 2) I have the right to refuse any unsafe work that may be asked of me;
- 3) I am aware of the University’s Policies and Procedures (<https://www.ucalgary.ca/policies/>);
- 4) my duties and responsibilities, including any applicable safety information or training requirements, will be explained to me in detail by my supervisor;
- 5) my actions may impact the experiences of other University stakeholders and the public perception of the University; and
- 6) some volunteers may be required to drive University vehicles while performing my Volunteer Work.

#### **I therefore agree to:**

- 1) not disclose any sensitive information related to my Volunteer Work, at any time, without the prior written authorization from the University;
- 2) promptly inform my supervisor of any task I consider to be unsafe work, as well as any other unsafe situations that I observe while volunteering;
- 3) follow all applicable University Policies and Procedures while performing my Volunteer Work;
- 4) follow all task-specific rules and guidelines, abide by any and all risk assessments, health and safety regulations, and ask for clarification on any duties, responsibilities, or safety requirements that are not clear to me;
- 5) treat everyone with respect and dignity at all times while performing my Volunteer Work; and
- 6) I will meet all the necessary University driver requirements and follow all policy and procedures related to those requirements if I am required to drive a University vehicle.

#### **ASSUMPTION OF RISK**

**I UNDERSTAND AND ACKNOWLEDGE THAT I AM AWARE THAT THERE ARE RISKS ASSOCIATED WITH THE VOLUNTEER WORK DESCRIBED ABOVE THAT I WILL BE REQUIRED TO PERFORM. I UNDERSTAND THAT THESE RISKS WILL BE EXPLAINED TO ME BY THE DEPARTMENT I AM VOLUNTEERING WITH, AND THAT THEY ALSO INCLUDE, BUT ARE NOT LIMITED TO:**

1. **THE RISKS ASSOCIATED WITH TRAVEL TO AND FROM LOCATIONS WHERE MY DUTIES WILL BE PERFORMED INCLUDING TRANSPORT BY PUBLIC OR PRIVATE MOTOR VEHICLE, BUS, TRAIN OR OTHER ALTERNATE TRANSPORTATION SYSTEM;**
2. **THEFT, VANDALISM OR LOSS OR DAMAGE TO MY PERSONAL PROPERTY;**
3. **ANY MANNER OF PHYSICAL OR MENTAL INJURY (INCLUDING DEATH) THAT COULD RESULT FROM CARRYING OUT MY VOLUNTEER WORK.**

**I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PERMANENT DISABILITY, PROPERTY DAMAGE OR LOSS RESULTING THEREOF.**

#### **MEDICAL/HEALTH INSURANCE, OTHER PERSONAL INSURANCE and UNIVERSITY OF CALGARY INSURANCE**

**I UNDERSTAND AND ACKNOWLEDGE THAT I AM SOLELY RESPONSIBLE** to select and purchase adequate medical/health insurance, and that **no** medical/health insurance will be provided by the University. In the event of a medical/health problem, I understand and acknowledge that the University accepts no responsibility for any associated costs nor will they pay for any medical/health expenses that I may incur. I further understand and acknowledge that the University **will not** insure my personal vehicle or property. I understand that it is my responsibility to discuss my Volunteer Work with my own insurance provider to ensure that I have adequate personal insurance coverage. I freely accept and assume all responsibility to provide myself with medical/health insurance, personal insurance and travel insurance coverage if necessary.

I understand that as a “**registered volunteer**”, that while I am undertaking my Volunteer Work I am insured under the University’s general liability insurance policy against legal liability claims from third parties for property damages, bodily injury and personal injury as long as I have not willfully, maliciously or intentionally caused the injuries. I further understand that I am covered by the University’s Volunteer Workers Compensation account.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AGREEMENT**

**I HEREBY RELEASE THE GOVERNORS OF THE UNIVERSITY OF CALGARY AND ITS MEMBERS, OFFICERS, EMPLOYEES, STUDENTS, AGENTS, VOLUNTEERS AND INDEPENDENT CONTRACTORS FROM LIABILITY FOR ANY LOSS, DAMAGE, INJURY (INCLUDING DEATH) OR EXPENSE, WHICH I OR MY NEXT OF KIN MAY SUFFER AS A RESULT OF MY VOLUNTEER WORK AS NOTED ABOVE, INCLUDING ANY LOSS, DAMAGE, INJURY OR EXPENSE UNLESS CAUSED BY THE NEGLIGENCE OF THE GOVERNORS OF THE UNIVERSITY OF CALGARY. I AGREE TO BE SOLELY RESPONSIBLE FOR ANY SUCH LOSS, DAMAGE OR INJURY.**

**PROTECTION OF PRIVACY**

The information in this waiver is collected under the authority of Section 33(c) of the *Freedom of Information and Protection of Privacy Act* (Alberta), and is required for the recruitment, scheduling, and associated reporting of volunteers and volunteer activities at the University. For related questions, please contact the University FOIP Office at 403-210-8405 or at [foip@ucalgary.ca](mailto:foip@ucalgary.ca).

**ACKNOWLEDGEMENT**

**I HAVE READ AND UNDERSTOOD THIS AGREEMENT.** In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Governors of the University of Calgary other than what is set forth in this Agreement. I am aware that by clicking “I AGREE” , I am **WAIVING CERTAIN LEGAL RIGHTS**, which I or my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity may have against the Governors of the University of Calgary.

This waiver shall be governed and construed in accordance with the laws in force in the Province of Alberta and the federal laws of Canada, as applicable. The courts of Alberta shall have exclusive jurisdiction over all claims, disputes and actions arising out this waiver.

This waiver can be accessed online at: <https://ucalgary.ca/risk/sites/default/files/teams/16/volunteer-waiver-of-liability-electronic.pdf>.