

CONDITIONS OF VOLUNTEER SERVICE Office of Risk Management (S41) 737-7252 risk.oregonstate.edu

As a volunteer working at Oregon State University (OSU), you need to understand the extent to which you are covered by insurance for liability and personal injury or illness. Please read the following carefully and sign below.

# **TORT LIABILITY**

OSU will indemnify and defend you against civil actions for injuries or damage to the person or property of others, subject to the following general conditions:

- 1. You are working on an OSU task assigned by an authorized OSU supervisor;
- 2. You limit your actions to the duties assigned (defined in the assigned duties section below); and
- 3. You perform your assigned duties in good faith, and do not act in a manner that is reckless or with the intent to unlawfully inflict harm to others.

The conditions and limits of this protection are stated in the Oregon Tort Claims Act, ORS 30.260 - 30.300.

## MOTOR VEHICLE LIABILITY

If you use a personally owned vehicle in the course of your duties, you are required to have automobile liability insurance in accordance with Oregon law. Your personal insurance will provide your primary coverage for any accidents involving the personally owned vehicle you are driving. Oregon State University provided automobile liability coverage may apply on a limited basis only after your primary coverage limits have been used and only where the indemnification conditions set forth above are applicable. You MUST possess a valid driver's license.

#### **VOLUNTEER INJURY COVERAGE**

Worker's compensation coverage is not provided. However, OSU has an injury protection plan to cover injuries of authorized volunteers in excess of the volunteers' own insurance coverage (i.e., personal medical insurance). It is limited to injuries resulting from the volunteer acting within the course and scope of his/her assigned duties.

#### REPORTING RESPONSIBILITY

Any time you are involved in any accident or injury to person or property while performing assigned duties, you MUST inform your immediate supervisor as soon as possible.

## **WAIVER OF LIABILITY**

As an authorized OSU volunteer, I understand that OSU will provide limited medical and accidental death, dismemberment and disability coverage for me in the event I suffer injury due to an accident while performing authorized volunteer duties. In exchange for the coverage, I, for myself, my heirs, executors, administrators and assigns, release and forever discharge OSU from any and all demands or claims for damage or injury, from any cause of suit or action, known or unknown, that I may have against OSU or its officers, agents or employees, and from all liability under the Oregon Tort Claims Act, ORS 30.260 – 30.300, for any and all harm or damage to my health in any matter resulting from or arising out of my volunteer activities. This release does not extend to or waive any rights I may have under the Oregon Tort Claims Act, ORS 30.260 – 30.300 to defense and indemnification from any demand, claim, suit or action brought against me, or liability I may be subject to, or arising out of my authorized volunteer activities.

I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS OF VOLUNTEER SERVICE AND WAIVER OF LIABILITY. I CERTIFY THAT ANY PERSONALLY OWNED VEHICLE USED IN THE COURSE OF MY VOLUNTEER DUTIES ARE INSURED IN ACCORDANCE WITH OREGON INSURANCE REQUIREMENTS			
Name (Last, First, MI):	Telephone:		
Address:	City/State:		
Home Phone:	Alt. Phone:		
Current Valid Driver License Number:	Auto Insurance Company/Policy No.:		
Emergency Contact:	Phone:		
ASSIGNED DUTIES (required to be completed by an authorized OSU representative)  Please see the Master Gardener Position Description. The total hours of volunteer time to be determined.			
Total Volunteer Hours: 20 minimum			
(Estimate total hours for this activity within October 1, 201	4 – September 30, 2015		
OSU Supervisor:	Telephone:		
Weston Miller	503-650-3124		
Volunteer Signature:	Date:		
REQUIRED FOR ALL MINORS:  PARENT OR GUARDIAN'S AUTHORIZATION FOR MEDICAL CARE AND CONSENT TO AGREEMENT  1,, as parent or legal guardian hereby grant permission for			
		to do volunteer work for Oregon State University (OSU). In the employees to administer emergency medical care to my child and	event of an emergency, accident, or illness, I authorize OSU and its d/or, if deemed necessary, to secure emergency medical services and signature below hereby represents that I have read, understand, and
		Signature:	Date:
Note: Complete a new form each year for volunteer service that continues into the next fiscal year, when volunteering for a different activity, or when volunteer duties change. This form needs to remain in the department where the volunteer duties are being performed.			

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