Printed Volunteer Name: “***Participant***”)

**New Mexico State University Volunteer Agreement and Liability Waiver**

Welcome to the NMSU Community. We are pleased that you have decided to volunteer your services to New Mexico State University (NMSU) in the [insert name of program] (Program). The [insert name of program] is [insert some brief description of the program’s purpose.]

This document is designed to ensure that NMSU volunteers understand their role and agree to the terms that govern the volunteer relationship. Please read this carefully and ask questions if you have them. When you have read and initialed each statement, please sign and date on the designated line below. By doing so, you acknowledge that you have read the item, understand it, and that you accept its provisions. You will receive a copy of this Volunteer Agreement and Liability Waiver (the “***Agreement***”) and the original will be kept in the program office. Thank you for taking the time to complete this Agreement and welcome aboard!

 1. **Participant** wants to serve as a volunteer in the Program identified above. This activity does not make **Participant** a University employee. **Participant** understands and agrees that NMSU and **Participant** both have the right to end **Participant’s** volunteer assignment any time, for any reasons, and without notice.

 2. **Participant’s** participation in the Program is not in exchange for any pay, benefits, or promise of future employment. **Participant** has neither been promised nor does **Participant** expect to receive any compensation or any other employee benefits, such as accident or medical insurance, retirement, worker’s compensation, etc.

 3. **Participant** understands that NMSU is not responsible for any property damage, personal injury or death that **Participant** might incur while volunteering, whether caused by **Participant’s** own personal negligence or any unforeseen or accidental circumstances. **Participant** understands that there is a risk of injury from volunteering and using the NMSU facilities and equipment, and **Participant** agrees to assume these risks. **Participant** is responsible for **Participant’s** own conduct as a volunteer. **Participant** must not perform any task or to undertake any activity that would expose **Participant** to risks that **Participant** does not wish to accept.

 4. NMSU does not provide volunteers with medical or accident coverage. **I** certify that **Participant** has health and/or accident insurance coverage for any personal injury or accident that **Participant** may suffer while **Participant** is volunteering with this Program, and **Participant** must provide proof of such insurance upon request.

 5. **Participant** must comply with all NMSU and Program policies, procedures, rules, or regulations applicable to **Participant’s** volunteer activities in the Program, and **Participant** must follow the directions and guidance of the NMSU official and/or any NMSU employee directing **Participant’s** volunteer assignment. **Participant** must follow any schedule established in connection with **Participant’s** assignment.

 6. **Participant** and **I** have reviewed and understand the information contained in the presentation titled “Employees Returning to Campus” regarding COVID19 safety procedures that can be found at [https://bit.ly/NMSURTCpdf](https://nam01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fbit.ly%2FNMSURTCpdf&data=01%7C01%7C%7C9962011a95004349c39e08d82a847eaa%7Ca3ec87a89fb84158ba8ff11bace1ebaa%7C1&sdata=nHCovU%2BF8USvHYzf0s9iNRe19yl%2B%2BP0hxRSHy%2BSzCDE%3D&reserved=0) . **I** further understand that even as a volunteer, **Participant** is responsible to follow federal, state, local, and NMSU health safety procedures.

 7. As allowed by state law, NMSU provides third-party general liability coverage for claims filed against

**Participant** arising from performance of **Participant’s** assigned volunteer duties.

 8. In exchange for third-party liability coverage and the opportunity to be a volunteer, on behalf of **Myself**, **Participant,** and our respective heirs and representatives, **I** release, indemnify, and hold harmless NMSU and all of its officers, trustees, agents, and employees from any and all liability, damages, or claims of any nature that arise out of or related to **Participant’s** volunteer activities.

 9. **I** am at least eighteen (18) years of age and **I** am competent to sign this Agreement.

 10. This Agreement sets forth the entire understanding between **Me** and NMSU regarding **Participant’s** service as a volunteer and supersedes any written or oral understanding, promise or commitment that is not referred to and incorporated in this Agreement. This is governed by New Mexico Law and may be changed only by a written document signed by **Me** and NMSU.

 11. **Participant** has the right to be free from discrimination on the basis of age, ancestry, color, mental or physical disability, gender, serious medical condition, national origin, race, religion, sexual orientation, gender identity, spousal affiliation, or veteran status, according to state and federal laws, and if **Participant** experiences or witnesses such misconduct in the NMSU community, **Participant** can report it to NMSU’S Office of Institutional Equity. (equity@nmsu.edu or 575-646-3635).

 12. NMSU may conduct a background review or investigation due to **Participant’s** volunteer service to NMSU. **I** and **Participant** consent to that background check and any periodic updates NMSU may elect to undertake.

By signing this document, **I** affirm that **I** am aware of its terms and conditions and **I** am signing this Agreement of

**My** own free will and without pressure or coercion. By signing below, **I** accept this Agreement without reservation.

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| --- | --- | --- |
| Signature of Participant | Date | Printed Name of Participant |
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| Signature of Parent/Guardian | Date | Printed Name of Parent/Guardian\* |
| Signature of Program Representative | Date | Printed Name of Representative |

*Provide one copy of this document to the volunteer.*

*Retain this document in the Program files within the Department for three years after Participant separation.*