

Volunteers

Effective: September 2000

**Vice-President,
Finance and Administration**

Applicable Legislation:

Occupational Health and Safety Act (OHSA), R.S.O. 1990, Section 25(2)(h)

Intent: To promote due diligence when volunteers (i.e. persons with non-employee status) are engaged to provide service to the University of Guelph.

Policy:

1. Only personnel authorized by their Deans, Directors or chairs shall engage persons to serve as volunteers at the University of Guelph.
2. The potential or inherent risks associated with the planned activity shall be explained to the prospective volunteer.
3. Prospective volunteers shall be given time to read and understand and seek advice about any release of liability form that they are asked to sign for the University.
4. Proof of age must be requested if necessary. (See Safety Policy 851.01.11)
5. Copies of completed "Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity" forms shall be forwarded to Environmental Health and Safety for risk management assessment, and to the Office of the Risk and Insurance Manager.
6. Appropriate orientation, training, and supervision shall be provided for all volunteers at the commencement of their service work. (See Safety Policy 851.06.10 concerning Safety Orientation and Training.)
7. Environmental Health and Safety shall be consulted about volunteer activities that may involve unusual health and safety risks.

Guidelines:

"Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity" forms may be obtained from the Office of the Risk and Insurance Manager and from Environmental Health and Safety (EHS). The general form is shown on page 2. (See Financial Services Policy TR2.2 for further information.)

PERSONS ON NON-EMPLOYEE WORKING STATUS

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE - PLEASE READ CAREFULLY!

Name: _____ Telephone: () _____

Address: _____

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY:

In consideration of approval to enter a work experience program in the University of Guelph's

_____, from _____ to _____, I hereby agree as follows:

- ▶ TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the University of Guelph and its directors, officers, employees, and representatives (all of whom are hereinafter collectively referred to as "The Releasees");
- ▶ TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in this work experience program, due to any cause whatsoever, including negligence, breach of contract or breach of any statutory or other duty of care.
- ▶ IT IS MY RESPONSIBILITY to ensure I have adequate medical, personal health, dental and accident insurance coverage, as well as protection of my personal possessions;
- ▶ TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my participation in this work experience program, if such liability is as a result of my acting outside the scope of my duties and responsibilities.
- ▶ THIS AGREEMENT SHALL be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity;
- ▶ IN ENTERING INTO THIS AGREEMENT, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.
- ▶ I FREELY ACCEPT AND FULLY ASSUME all risks, dangers and hazards and the possibility of personal injury, death, property damage or loss, resulting from my participation in this program.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signed this ----- day of -----year-----

Person's Signature

Signature of Parent or Legal Guardian
(if Person is a Minor)

Relationship to Minor

Chair or Director Signature (Witness)

Send Copies to: Environmental Health and Safety

Risk and Insurance Manager