

VOLUNTEER WAIVER AGREEMENT

between

BRIGHAM YOUNG UNIVERSITY – HAWAII

and

(hereinafter “the volunteer”)

This waiver agreement sets forth the responsibilities and understandings of the volunteer and of Brigham Young University–Hawaii (BYUH) regarding volunteer’s participation in volunteer programs partially or wholly coordinated by BYUH.

The volunteer and BYUH agreement is as follows:

1. The volunteer service programs coordinated by BYUH exist solely to bring volunteers who desire to serve together with those who need volunteer help.
2. The volunteer performs the service of the volunteer’s own free will, without promise, expectation, or receipt of remuneration. The volunteer is not a BYUH employee or agent for any purpose and the volunteer’s service is not controlled nor mandated by BYUH.
3. The volunteer will abide by the BYUH Honor Code while serving as a volunteer.
4. 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.
5. The volunteer understands and agrees that it is possible that the volunteer may be injured or otherwise harmed during volunteer service due to accidents, acts of nature, the volunteer’s negligent or intentional acts, or the negligent or intentional acts of others; that while BYUH has taken some steps to reduce the chances of injuries or harm to the volunteer, that BYUH has no control over most risks, and, thus, cannot and does not guarantee nor take any responsibility for the safety of the volunteer or the volunteer’s property while the volunteer is engaged in volunteer service; and that the volunteer must take full responsibility for himself or herself and assume the risk of harm or damage while serving by taking all necessary and reasonable precautions and acting in a manner that will help protect himself or herself and his or her property.
6. The volunteer agrees to waive and release BYUH from any and all potential claims for injury, illness, damage, or death which the volunteer may have against BYUH that might arise out of the volunteer’s service and to hold BYUH harmless therefrom.
7. 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.
8. If any injury or loss to another does occur due to the volunteer’s intentional actions or due to volunteer’s negligent actions arising outside of the scope of the volunteer’s activities, the volunteer must accept the liability for and repair, or make reparations for, the harm done.

9. BYUH is not providing the volunteer with insurance coverage for any injuries, conditions, or losses to the volunteer arising out of volunteer activities, except that BYUH does provide liability insurance coverage on all BYUH vehicles used during service projects.
10. The volunteer must maintain his or her own primary medical insurance and the volunteer's own automobile liability insurance when driving a non-BYUH vehicle to cover potential medical and other costs related to the volunteer service; and the volunteer is also encouraged to maintain property and life insurance coverage while serving as a volunteer.
11. All costs for injury or loss above the coverage provided by the volunteer's insurance are the volunteer's personal responsibility.
12. In projects where the volunteer will be transporting other in a non-BYUH owned vehicle, the volunteer may be required to provide proof of automobile insurance in order to participate.
13. Since volunteers are not BYUH employees, BYUH does not provide worker's compensation coverage for injuries or illnesses to the volunteer arising out of volunteer activities.
14. BYUH will 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 that BYUH helps coordinate, where you were acting in good faith and reasonably believed you were 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 misconduct. However, BYUH will not defend you in any case where the injury resulted from your operation of a non-BYUH motor vehicle, vessel, aircraft or other vehicle for which a pilot or operator's license is required or where the suit is brought by an authorized governmental officer to enforce a federal, state, or local law.
15. In legal actions in which BYUH provides your defense, BYUH 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 Hawaii State Statutes, one time only per volunteer. BYUH will control the defense and you must reasonably cooperate and comply with BYUH decisions and procedures.

By signing below, the parties confirm that they have read, understand, and consent to the terms of this waiver agreement and have also received a copy of the "Volunteer Policy" which constitutes the entire agreement between parties.

Volunteer

Date

BYUH Representative

Date