| | |
|---|---|
| **Date Last reviewed** | Nov-7-2024 |
| **Date Last revised** | Nov 2018 |

Please review the information below. If you have any questions, please contact Risk Management & Insurance at riskmgmt@ucalgary.ca.

---

**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.

**IMPORTANT NOTICE – PLEASE READ CAREFULLY**

This Agreement affects your legal rights. By signing or electronically accepting this Agreement, you acknowledge that you have had sufficient time to read and understand it, that you have had the opportunity to ask questions before accepting it, and that you are voluntarily accepting the risks described in this Agreement. If you do not understand this Agreement, or if you do not wish to accept these terms, you should not sign or electronically accept this Agreement and should not participate in the Volunteer Work.

**ACCEPTANCE OF RESPONSIBILITIES**

I understand that I am volunteering to perform activities duties, training, travel, events, services, or other work assigned to me by the University or the department, faculty, unit, program, or supervisor responsible for my volunteer placement, that may include training, administrative processing, physical labour, clerical work or other forms of labour (collectively, "**Volunteer Work**"). The Volunteer Work may take place on or off University premises and may include activities at University facilities, third-party premises, field sites, community locations, public spaces, events, or other locations where the Volunteer Work is carried out. I understand that the nature of the Volunteer Work, the location where it is performed, and the associated risks may vary depending on the volunteer assignment.

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 receive information about hazards that may affect my health and safety while performing the Volunteer Work and may request additional instruction, supervision, personal protective equipment, or safety information;

3) I have the right to refuse work that I reasonably believe presents an unsafe or dangerous condition, and I will promptly notify my University supervisor or contact if I believe any task or condition is unsafe;

4) I will immediately report to my University supervisor or contact any injury, incident, near miss, unsafe condition, hazard, or concern that arises while I am performing the Volunteer Work;

5) I am aware of the University's Policies and Procedures (https://www.ucalgary.ca/legal-services/university-policies-procedures), and will comply with all applicable University policies, procedures, directions, training, safety requirements, and instructions provided to me in connection with the Volunteer Work;

6) I understand that my duties and responsibilities, including any applicable safety information or training requirements, will be explained to me in detail by my supervisor and I agree to 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;

7) I understand that my actions may impact the experiences of other University stakeholders and the public perception of the University and agree to treat everyone with respect and dignity at all times while performing my Volunteer Work; and

8) I understand that some volunteers may be required to drive University vehicles while performing my Volunteer Work and, where applicable to me, 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, DANGERS AND HAZARDS ASSOCIATED WITH THE VOLUNTEER WORK DESCRIBED ABOVE THAT I WILL BE REQUIRED TO PERFORM WHICH MAY RESULT IN PERSONAL INJURY, ILLNESS, DEATH, PERMANENT DISABILITY, PROPERTY DAMAGE OR LOSS THEROF. THESE RISKS MAY INCLUDE, BUT ARE NOT LIMITED TO:**

1. **SLIPS, TRIPS, FALLS, COLLISIONS, CUTS, BURNS, SPRIANS, STRAINS, FATIGUE OR OTHER PHYSICAL INJURY;**
2. **RISKS ASSOCIATED WITH TRAVEL TO AND FROM LOCATIONS WHERE MY DUTIES WILL BE PERFORMED INCLUDING TRANSPORT BY PUBLIC OR PRIVATE MOTOR VEHICLE, BUS, TRAIN, BIKE OR OTHER ALTERNATE TRANSPORTATION SYSTEM;**

3. **CONTACT WITH MEMBERS OF THE PUBLIC, PARTICIPANTS, STUDENTS, STAFF, VOLUNTEERS, CONTRACTORS, ANIMALS, HAZARDOUS MATERIALS, EQUIPMENT, MACHINERY OR OTHER PERSONS OR THINGS CONNECTED WITH THE VOLUNTEER WORK;**
4. **THEFT, VANDALISM OR LOSS OR DAMAGE TO MY PERSONAL PROPERTY, INCLUDING PERSONAL VEHICLES, ELECTRONIC DEVICES OR OTHER PERSONAL BELONGINGS;**
5. **ILLNESS, COMMUNICABLE DISEASE EXPOSURE, ALLERGIC REACTION, STRESS OR OTHER HEALTH-RELATED RISKS; AND**
6. **ANY MANNER OF PHYSICAL OR MENTAL INJURY (INCLUDING DEATH) THAT COULD RESULT FROM CARRYING OUT MY VOLUNTEER WORK OR FROM MY OWN ACTS OR OMISSIONS OR THE ACTS OR OMISSIONS OF THE THIRD PARTIES, THE UNIVERSITY OR ANY PERSON UNDER THE UNIVERSITY'S DIRECTION OR CONTROL.**

**I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, ILLNESS, 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** for ensuring that I have adequate medical, health, travel, disability, vehicle, property, and other personal insurance coverage for my circumstances and for the Volunteer Work, 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.

**OCCUPIERS' LIABILITY/ PREMESIS ACKNOWLEDGMENT**

I understand that some or all of the Volunteer Work may take place on premises owned, leased, licensed, occupied, controlled, or used by the University or by third parties. I acknowledge that premises-related risks may include, without limitation, risks associated with buildings, rooms, laboratories, workshops, parking areas, sidewalks, stairs, elevators, outdoor areas, field sites, event spaces, equipment, tools, materials, weather, terrain, lighting, crowds, traffic, and the acts or omissions of other persons. I agree to follow all posted signs, verbal or written directions, safety rules, access restrictions, and instructions applicable to any premises used in connection with the Volunteer Work.

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

**IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE VOLUNTEER WORK, I HEREBY AGREE TO RELEASE, WAIVE AND FOREVER DISCHARGE THE GOVERNORS OF THE UNIVERSITY OF CALGARY AND ITS GOVERNORS, MEMBERS, OFFICERS, EMPLOYEES, STUDENTS, AGENTS, VOLUNTEERS AND INDEPENDENT CONTRACTORS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, LOSSES, DAMAGES, COSTS, EXPENSES, LIABILITIES OR PROCEEDINGS OF ANY KIND, WHICH I OR MY NEXT OF KIN, EXECUTORS, ASSIGNS OR REPRESENTATIVES MAY HAVE NOW OR IN THE FUTURE ARISING FROM OR RELATING IN ANY WAY TO MY PARTICIPATION IN THE VOLUNTEER WORK, INCLUDING TO THE FULLEST EXTENT PERMITTED BY LAW, THE NEGLIGENCE, BREACH OF DUTY, BREACH OF CONTRACT, OR OTHER FAULT OF THE UNIVERSITY OR OTHER RELEASED PARTY.**

**NOTICE OF COLLECTION OF PERSONAL INFORMATION**

The University of Calgary (UCalgary) respects your privacy and is committed to ensuring the privacy of all students, staff, and community members. Your personal information is being collected under the authority of section 4(c) of the *Protection of Privacy Act* (POPA). It will be collected, used and disclosed for the purposes outlined in UCalgary's Notice of Collection, Use and Disclosure of Personal Information and managed in accordance with UCalgary's Privacy Management Program. Your personal information may be input into automated systems to generate content or make decisions, recommendations, or predictions. If you have questions regarding this notice or UCalgary's collection, use, or disclosure of your personal information, please contact accessandprivacy@ucalgary.ca.

**ACKNOWLEDGEMENT AND ELECTRONIC ACCEPTANCE**

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT**. I understand that this Agreement affects my legal rights and that, by signing or electronically accepting it, I am giving up certain legal rights that I may otherwise have against the University or related released parties. 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 applying an electronic signature thereby **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. Nothing in this Agreement is intended to waive, limit, or exclude any right, remedy, duty, or liability that cannot lawfully be waived, limited, or excluded under applicable law.

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.