

## VOLUNTEER AGREEMENT

This Volunteer Agreement, hereinafter Agreement, is entered into by and between Bay de Noc Community College, a Michigan Community College, whose principal address is 2001 N. Lincoln Road, Escanaba, Michigan 49829 (hereinafter the College), and:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

(hereinafter Volunteer).

1. Purpose: The purpose of this Agreement is to provide the volunteer an opportunity to provide services to the College. The volunteer will not be displacing or performing the job duties of the College's employees, but instead will work under close supervision of the College's employees.
2. Description of Work: During the volunteering time, the volunteer may receive training regarding the operations in the various functional areas of the College.
3. Compensation and Acknowledgement of Non-Employment: The volunteer agrees and acknowledges that he/she will not receive any monetary compensation, and that he/she has no right to any type of employment upon the conclusion of the volunteer project.
4. Term: This volunteer project shall begin on \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and end on \_\_\_\_ day of \_\_\_\_\_, 20\_\_. The College, within its sole discretion, may agree to renew the original Term of this Agreement.
5. Criminal Background Check Acknowledgement: The volunteer agrees and acknowledges that in connection with their capacity as a volunteer, the College will conduct a criminal background check. This check includes the following: Criminal history reference searches for felony and misdemeanor convictions at the county and federal levels of every jurisdiction where the volunteer currently resides or where volunteer has resided during the past 7 years; and sex offender registry searches at the county and federal levels in every jurisdiction where volunteer currently reside or where volunteer has resided. By signing this Agreement, volunteer expressly authorizes the College to conduct the above criminal background check.
6. While performing the volunteer project, the volunteer agrees and acknowledges he/she is obligated to:
  - perform all work allocated to the best of his/her ability;
  - comply with all lawful and reasonable directions and instructions given by employees of the College during the course of the Volunteer;
  - comply with any and all College policies and procedures ([https://mybay.baycollege.edu/ICS/Community/Board\\_of\\_Trustees\\_Policies.jnz](https://mybay.baycollege.edu/ICS/Community/Board_of_Trustees_Policies.jnz)) that apply, or may apply, to Volunteer during the course of the Volunteer; and
  - comply with any confidentiality obligation outlined in the College's agreements with third parties;

- store electronic versions of any communications, information, data or other work product developed or received while performing under this Agreement only on the College's network drivers or servers;
  - will not attempt to bypass security software or intentionally cause a security incident affecting the College's data, workstations, applications or accounts;
  - not divulge any passwords, verification codes or electronic signature codes assigned to me or allow unauthorized persons to use them;
  - undergo any and all training that the College deems necessary to enable volunteer to safely and efficiently perform Volunteer's duties during the project.
7. Confidentiality: The volunteer will not disclose or use, either during or after the Term of this Agreement, any proprietary or confidential information of College's without College's prior written permission except to the extent necessary to perform services on College's behalf. Proprietary or confidential information includes:
- a. The written, printed, graphic or electronically recorded materials furnished by College for volunteer to use;
  - b. passwords, verification codes and electronic signature codes for accessing infrastructure, systems, software and equipment used by the College or third-parties the College works with;
  - c. business plans, procedures, trade secrets, patches, code, knowhow and processes, and discoveries and improvements of any kind; and
  - c. information belonging to students about whom volunteer gained knowledge as a result of volunteer's services to College, which included, but is not limited to personally identifiable to a student, who is or was enrolled at College, by any of the following means: the student's name, the name of the student's parent or other family members; the address of the student or student's family; a personal identifier, such as an identification number, or biometric record; other indirect identifiers, including but not limited to the student's date of birth, place of birth, and mother's maiden name; or any other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the college community to identify the student with reasonable certainty and includes information supplied to the volunteer by College as well as any information provided by College's students

The volunteer shall not be restricted in using any material which is publicly available, already in Volunteer's possession or known to Volunteer, or which is rightfully obtained by Volunteer from sources other than College. Upon termination of the project, or at College's request, the Volunteer shall deliver to College all materials in Volunteer's possession relating to the College's business.

8. Intellectual Property Ownership: To the extent that the work performed by Volunteer under this Agreement includes any work of Authorship (Volunteer's Work) entitled to protection under the copyright laws, the parties agree to the following provisions:
- Volunteer's Work has been specially ordered and commissioned by the College as a contribution to a collective work, a supplementary work or other category of work eligible to be treated as a work made for hire under the United States Copyright Act;
  - Volunteer's Work shall be deemed a commissioned work and a work made for hire to the greatest extent permitted by law;
  - The College shall be the sole author of Volunteer's Work and any work embodying the Volunteer's Work according to the United States Copyright Act;
  - To the extent that Volunteer's Work is not properly characterized as a work made for hire, Volunteer grants the College right, title and interest in Volunteer's Work, including all copyright rights, in perpetuity and throughout the world;
  - Volunteer shall help prepare any papers the College considers necessary to secure any copyrights, patents, trademarks or intellectual property rights at no charge to the College; and
  - Volunteer agrees not to use any of the intellectual property mentioned above for the benefit of any other party without the College's prior written permission.
9. Terminating the Agreement: Either party may terminate this Agreement at any time by giving written notice to the other party of the intent to terminate. Upon termination, Volunteer shall cease all work and deliver all work, whether complete or not, to the College.
10. Entire Agreement: This Agreement constitutes the entire understanding between the parties, and supersedes all prior agreements, understandings, proposals, and/or discussions, whether written or oral, between the parties on this subject matter.
11. No Partnership: This Agreement does not create a partnership relationship. Volunteer does not have authority to enter into contracts on College's behalf.
12. Assignment: This Agreement may not be assign, nor may any of the rights or obligations under this agreement be subcontracted, without the prior written approval of both Parties.
13. Modification: This Agreement may not be modified or revised, in whole or in part, except by a prior writing signed by both parties.
14. Survival: The obligations of Sections 7 and 8 shall survive any termination of this Agreement.
15. Severability and Waiver: If any provision, term or clause of this Agreement is found to be invalid or unenforceable by any court of law, such invalidity or unenforceability shall not affect the validity of all other provisions, terms or clauses in the Agreement. The failure of either party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions, nor affect any rights to enforce any provisions of the Agreement in the future.

16. No Third Party Beneficiaries: This Agreement is for the sole benefit of the parties hereto and their authorized successors and permitted assigns. Nothing herein, express or implied, is intended to or shall confer upon any person or entity, other than the parties hereto and their authorized successors and permitted assigns any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
17. Force Majeure: Neither party shall be liable for any loss or delay resulting from any event which is beyond reasonable control, including without limitation acts of God, flood, fire, natural disaster, war or military hostilities, or labor stoppage, provided that the party claiming force majeure promptly notifies the other party as soon as such event occurs.
18. Construction without regard to draftsmanship: This Agreement has been negotiated at arm's length and carefully reviewed by both parties, and should not be construed against any party with regard to draftsmanship.
19. Headings: The paragraph headings used in this Agreement are for convenience only and shall not be used in any way to interpret, construe or govern this Agreement.
20. Counterparts: This Agreement may be executed in two or more counterparts, and all counterparts thus executed shall constitute one binding agreement

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I understand that by signing this agreement, I understand and agree to adhere to all of the conditions of this Volunteer Agreement.

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Signature of Volunteer

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Date

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Signature of Bay College Supervisor

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Date

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SPACE INTENTIONALLY LEFT BLANK



## Authorization to Complete Background Check for Volunteers

Please provide the following information, and list where you will be volunteering:

Volunteer for (list department): \_\_\_\_\_

|                        |                                    |                               |
|------------------------|------------------------------------|-------------------------------|
| Last Name              | First Name                         | Middle Name                   |
| Address                |                                    | City/State/Zip                |
| Telephone Number       | Birth Date                         | Driver License Number & State |
| Social Security Number | Previous Last Name (if applicable) | Gender/Race                   |

To the best of my knowledge, the information provided in this Agreement and any attachments thereto is true and complete. I understand that any falsification or omission of information may disqualify me for volunteering with Bay College. By signing below I hereby provide my authorization to the College to conduct a criminal background check

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please return all completed forms to the Human Resources Department at Bay College

# Waiver of Liability, Assumption of Risk and Indemnity Agreement

## Wizard of Oz Production/Performance Volunteers

**By signing this document, you are giving up substantial rights, including the right to sue the Bay de Noc Community College. PLEASE READ CAREFULLY.**

**Request to Volunteer:** I, \_\_\_\_\_, wish to offer my support of the Bay de Noc Community College ("COLLEGE") as a volunteer in the College's **Wizard of Oz Production/Performance**.

**Assumption of Risks:** I understand that participation with the **Wizard of Oz Production/Performance** carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries and that injuries often occur as a result of participation in **Wizard of Oz Production/Performance** activities. These specific risks vary from one activity to another. Risks include, but are not limited to (1) minor physical injuries such as scratches, bruises and sprains; (2) major injuries such as eye injury or loss of sight, joint or back injuries, fractured or broken bones, significant lacerations, crushing injuries, heart attacks and concussions; and (3) catastrophic injuries including paralysis and death. Such risks may result from many factors including, but not limited to, falls; my own actions; actions of others; incomplete warnings or instructions; failure to follow safety precautions by me or others; misuse or failure of equipment, riggings or set-up; accidents and other risks associated with travel; or accidents which cannot be foreseen. As a volunteer, I understand I am not an employee of Bay College and therefore am not covered, or entitled to be covered with workers compensation insurance or any employee benefits, and further, that Bay College does not provide any hospital, medical or accident insurance for me and therefore I am personally responsible for any costs incident to injuries or illness I incur while participating in **Wizard of Oz Production/Performance** activities. I acknowledge that the above list is not inclusive of all possible risks associated with **Wizard of Oz Production/Performance** activities and agree that said list in no way limits the extent or reach of this Waiver of Liability, Assumption of Risk and Indemnity. My participation is voluntary and I knowingly assume all such risks.

**Waiver of Liability and Agreement to Indemnify and Hold Harmless:** In consideration of the enjoyment, personal satisfaction and other valuable consideration I will receive while volunteering as a **Wizard of Oz Production/Performance** member, the sufficiency of which I hereby acknowledge, I, for myself, my heirs, personal representative or assigns, **do hereby release, waive, discharge, and covenant not to sue Bay de Noc Community College, its elected and appointed officials, directors and officers, employees, agents, or volunteers from any liability and all claims** including those resulting from the negligence of Bay de Noc Community College, its elected and appointed officials, directors and officers, employees, agents, or volunteers resulting in bodily injury or other personal injury, accidents, or illnesses (including death) and property loss arising from my participation as part of the Bay de Noc Community College **Wizard of Oz Production/Performance**. Further, I also agree to indemnify and hold harmless Bay de Noc Community College, its elected and appointed officials, directors and officers, employees, agents, or volunteers from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees arising from my participation as a **Wizard of Oz Production/Performance** member.

I have read this Waiver of Liability, Assumption of Risk and Indemnity Agreement and fully understand its terms. I further understand that **I am giving up substantial rights, including my right to sue**. I am signing this agreement freely and voluntarily, and intend by my signature below, to completely and unconditionally release harmless Bay de Noc Community College, its elected and appointed officials, directors and officers, employees, agents, or volunteers of all liability to the maximum extent permitted by law.

\_\_\_\_\_  
Signature of Volunteer

\_\_\_\_\_  
Print Name of **Wizard of Oz Production/Performance** Member

\_\_\_\_\_  
Date