

## The University of North Carolina at Chapel Hill Office of Human Resources – Employment & Staffing

### **ACKNOWLEDGMENT AND LIABILITY FOR VOLUNTEERS AND UNPAID INTERNS**

## THIS SECTION: APPOINTING DEPARTMENT USE ONLY

Volunteer/Intern Name		Proposed Activity:  Volunteer Unpaid Intern		
Department Name	NC BOTANICAL GARD	EN		
Department Number	525000	Is Volunteer/Intern under the age of 18? (If yes, parent or guardian must sign below.)		☐ YES ☐ NO
Description of Volunteer's/ Intern's Activity or Service	WEEDING AND PLANTING AT THE CAROLINA COMMUNITY GARDEN (OUTSIDE WORK)			

#### THIS SECTION: VOLUNTEER/UNPAID INTERN USE ONLY

**INSTRUCTIONS:** UNC-CH's mission involves a variety of teaching, research, and public service activities. As an unpaid volunteer or unpaid intern, you play an important role in supporting our mission while at the same time gaining experience which will be personally rewarding. In accordance with our policies and processes, UNC-CH requires that you carefully read and agree to the following terms. The term "UNC-CH" means The University of North Carolina at Chapel Hill (along with its directors, officers, employees and agents acting within the course and scope of their duties). "I", "Volunteer/Intern" or "me" means you, the intended unpaid volunteer or unpaid intern. We appreciate your interest in serving The University of North Carolina at Chapel Hill and welcome you as a member of our community!

#### I, Volunteer/Intern, hereby freely, voluntarily and without duress, execute this Release of Liability under the following terms:

- 1. I am performing my Activity voluntarily, without pressure of coercion, for educational, civic, charitable or humanitarian reasons and without expectation of payment, reimbursement, or future paid employment of any kind.
- 2. I understand that UNC-CH will not cover me by any of its including, but not limited to, medical, property, health, liability insurance or workers' compensation benefits, nor will any financial or other assistance be provided in the event of injury or illness.
- 3. I agree that my service may be terminated at any time and for any reason by UNC-CH or by me.
- 4. In consideration of the opportunity to provide unpaid service to UNC-CH, I do hereby release and forever discharge and hold harmless UNC-CH from any and all liability, claims, and demands of whatever kind or nature which arise or may hereafter arise from my service. I understand that this Release discharges UNC-CH from any liability or claim that I may have against it with respect to any bodily injury, personal injury, illness, death, property loss or property damage that may result from my service.
- 5. I understand and acknowledge that potential risks to my health and personal property may be associated with my service to UNC-CH and I voluntarily assume those risks. I release and forever discharge UNC-CH from any claim whatsoever that arises or may hereafter arise on account of any first aid, treatment, or service I receive in connection with my service to UNC-CH.
- 6. I have consulted with my health care provider regarding my pre-existing health conditions (such as insect, food or medication allergies) and will provide myself with any appropriate medication to treat these health problems. I hereby release and forever discharge UNC-CH from any claim whatsoever arising from any complication or exacerbation of any such health condition. I understand I may be eligible for reasonable accommodation under the University's ADA Reasonable Accommodations for Employees, Applicants and Visitors Policy. Information on how to request such accommodation is available through the University's Equal Opportunity & Compliance Office.
- 7. I shall comply with all applicable UNC-CH policies and processes (e.g., the Reporting of Criminal Convictions Policy) while performing my Activity or using UNC-CH facilities and resources, including, without limitation, policies related to IT, inventions and intellectual property, the Information Technology Acceptable Use Policy, and the Reporting of Criminal Convictions Policy.
  - a. I agree not to disclose any confidential or proprietary information, data, procedures, and techniques and not to use such information except as needed to perform my Activity. Confidential information shall include information derived from such information.
  - b. Except with advance written approval from the University, I may not: (a) release any articles or publicity relating to my Activity, or (b) make copies of documents containing confidential information. Upon termination of my Activity, I will promptly return all confidential information and copies or upon request certify in writing that all such information and copies have been destroyed.
  - c. I agree to comply with the University's Policy on Export Controls and all applicable export control laws and regulations and to cooperate with any action required to confirm or maintain compliance with export control regulations.
  - d. I agree to use University computing resources solely for the purpose of completing my Activity.



Rev. (04/21/2021)

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8. This Release of Liability shall be binding and enforceable against me and my successors, assignees, heirs, guardians and legal representatives. I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of North Carolina and that this Release shall be governed by and interpreted in accordance with the laws of the State of North Carolina. I agree that, in the event that any clause or provision of this Release shall be held to be invalid, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

I have carefully read this Release and acknowledge the terms and conditions set forth for serving as an Unpaid Volunteer or Unpaid Intern at the University of North Carolina at Chapel Hill. I understand that in signing this document, I am giving up significant legal rights in exchange for serving an Unpaid Volunteer or Unpaid Intern at the University of North Carolina at Chapel Hill

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Name of Volunteer/Intern	Signature of Volunteer/Intern	Date
Name of Parent or Guardian (If Volunteer/Intern is under age of 18)	Signature of Parent or Guardian (If Volunteer/Intern is under age of 18)	Date