UNC Charlotte Acknowledgement and Liability Release for Volunteers and Unpaid Interns

THIS SECTION: Appointing Department completes

Volunteer/Intern Name:	
Department Name:	
Proposed Activity: Volunteer	
Date(s):	<u></u>
Description of Activity or Service:	

THIS SECTION: Volunteer/Unpaid Intern completes

INSTRUCTIONS: UNC Charlotte'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 gaining experience that may be personally rewarding. In accordance with our policies and processes, UNC Charlotte requires that you carefully read and agree to the following terms. The term "UNC Charlotte" means The University of North Carolina at Charlotte (including 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.

I, Volunteer/Intern, freely, voluntarily, and without pressure, sign this Acknowledgement and Liability Release under the following terms:

- 1. I am performing my Activity voluntarily, without pressure or 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 Charlotte will not cover me by any of its insurance policies, 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 as a Volunteer/Intern may be terminated at any time and for any reason by UNC Charlotte or by me.
- 4. I understand and acknowledge that potential risks to my health and personal property may be associated with my service to UNC Charlotte and I voluntarily assume those risks.
- 5. 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 understand I may be eligible for reasonable accommodation under University Policy 501.1, Nondiscrimination on the Basis of Disability Regulation. Information on how to request such accommodation is available through the University's Human Resources Office (hr.charlotte.edu).
- 6. In consideration of the opportunity to provide unpaid service to UNC Charlotte, I do hereby release and forever discharge and hold harmless UNC Charlotte from any and all liabilities, claims, and demands of whatever kind or nature which arise or may hereafter arise from my service. I understand that this Release discharges UNC Charlotte 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.

- 7. I will comply with all applicable UNC Charlotte policies and processes while performing my Activity or using UNC Charlotte facilities and resources, including, without limitation, policies related to information technology, laboratory safety, inventions and intellectual property, the <u>Information Security Policy</u>, and the policy on <u>Employment-Related Background Checks and Criminal Activity Reporting</u>. Applicable University Policies are available online at <u>legal.charlotte.edu/policies</u>.
 - 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.
 - b. Except with advance written approval from the University, I am not permitted to: (a) release any articles or publicity relating to my Activity or (b) make copies, photographs, or other records of documents containing confidential information. When my Activity is finished, I will promptly return all confidential information and copies to the University, or upon request, certify in writing that all such information and copies have been destroyed.
 - c. I agree to comply with the University's <u>Policy on Export Control</u> 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 <u>Electronic Communication Systems</u> solely for the purpose of completing my Activity.
- 8. I acknowledge that as a University Volunteer/Unpaid Intern I may be covered by the Tort Claims Act and the Defense of State Employees Act for my Activity, to the same extent as a University employee.
- 9. If I will be performing functions considered "Sensitive Duties," I will be required to undergo a criminal background check and must report to the University any conviction (guilty verdict, guilty plea, or a "no contest," nolo contendere, or Alford plea, or any other resolution that is the functional equivalent of a judgment) for an unlawful offense (excluding minor traffic violations), regardless of when or where the conviction occurs.

(For further information, see <u>University Policy 101.23</u>, <u>Employment-Related Background Checks and Criminal Activity Reporting.</u>)

10. This Liability Release will be binding and enforceable against me and my successors, assignees, heirs, guardians and legal representatives. I expressly agree that this Liability Release is intended to be as broad and inclusive as permitted by North Carolina law and that this Liability Release will be governed by and interpreted in accordance with North Carolina law. I agree that, if any clause or provision of this Liability Release is determined to be invalid, the remaining provisions of this Release will continue to be enforceable.

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

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	