

RELEASE OF LIABILITY, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY

**BY SIGNING THIS FORM, YOU ACCEPT CERTAIN OBLIGATIONS AND GIVE UP IMPORTANT
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

INITIALS

Name of Volunteer	Last Name:	First Name:
Identification Number: (UAlberta ID, if applicable)	Email Address:	
Address:		City, Province:
Emergency Contact:	Last Name:	First Name:
Relationship:		Phone Number:

Volunteer duties include: volunteer run community garden

Dates: 1/1/2025 to 12/31/2025

Department registering the volunteer: University of Alberta Farm, South Campus

Thank you for volunteering with the University of Alberta. Your volunteer contribution is critical in helping the University carry out its mission and it is the efforts of volunteers like you that make many of our programs possible. We want to ensure that your volunteer experience is a safe and rewarding one.

Acceptance of Responsibilities

In consideration of my volunteer work for Green & Gold Community Garden, I understand that I am not entering into an employment relationship with the University of Alberta and that I am not entitled to receive a salary or any employee benefits. I understand that my duties and responsibilities have been explained in detail. I understand that either the University or myself may terminate this volunteer relationship at any time without notice. I also understand that I have an obligation to respect the confidentiality of any sensitive information or dealings, which may relate to my volunteering at the University and I agree that I will not disclose any information without the prior written authorization from the University of Alberta. I understand that my obligation of confidentiality continues into perpetuity.

Assumption of Risks

In consideration of my volunteer work, I acknowledge that I am aware of, and freely accept **all risks, dangers and hazards** associated with being a volunteer in this program, including the possible risk of severe or fatal injury to myself or others. These risks include, but are not limited to:

1. The risks associated with traveling on commercial, public or private vehicles to and from locations of the volunteer work including but not limited to a vehicle accident resulting in severe physical injuries or death;
2. General health risks such as allergic reactions to food, animals, environment;
3. Injuries or illness resulting from failure to follow directions, instructions and guidelines provided by those in charge of the activity;
4. Potential exposure to infectious and communicable disease, including but not limited to COVID-19.
5. Adverse weather and related injuries, Heat-related injuries or illnesses, sunburn, sun stroke, etc., Sprains, broken bones, concussions (physical injury), Slips, trips, falls, Environmental - terrain, wildlife, poisonous plants or insects, Allergens, use of farm equipment and garden tools

I understand that under the OHS Act in Alberta, I have the following Rights:

1. The Right to Refuse Dangerous Work. I may refuse to perform dangerous work and am protected from any form of reprisal for exercising this right.
2. The Right to Know about Workplace Hazards. A supervisor must inform me about potential hazards and give me access to basic health and safety information on site.
3. The Right to Participate in Workplace Health and Safety. A supervisor will involve me in health and safety discussions.

Initials: _____

Release of Liability and Indemnification

In consideration for the University allowing me to volunteer for this program, I agree:

1. that the Governors of the University of Alberta, its officers, employees, and volunteers (hereinafter referred to as "the University") are not responsible for any loss, damage, injury or expense of any kinds sustained by me while participating in this program and all related activities, except to the extent that any loss, damage, injury or expense might result from the negligence of the University;
2. to **WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the University arising out of any aspect of my participation in this program and **to RELEASE** the University from any and all liability resulting from any loss, damage, injury (including death) or expense that I may suffer as a result of my participation in this program, due to any cause whatsoever, including without limitation, negligence, breach of contract, or breach of any statutory or other duty of care, as well as any duty of care owned under the *Occupiers' Liability Act* (Alberta) on the part of the University;
3. to **INDEMNIFY AND HOLD HARMLESS** the University in relation to:
 - a. any damage to University property caused by me;

- b. any and all claims, demands, actions and costs which might arise out of my participating in this program, except to the extent that such claims, demands, actions and costs may have been caused by the negligence of the University.

Initials: _____

Medical/Health Insurance, Other Personal Insurance and University of Alberta Insurance

I AM SOLELY RESPONSIBLE to select and purchase adequate medical/health insurance. No medical/health insurance will be provided by the University, beyond coverage provided by the University's WCB coverage. In the event of a medical/health problem, the University accepts no responsibility for any costs associated with a medical/health problem nor will the University pay for any medical/health expenses that may be incurred by the volunteer.

1. I understand that I may be deemed to be a U of A worker under the provision of Section 14(5) of the *Workers' Compensation Act* (Alberta) and that, if injured in a work related accident, I may be able to claim workers' compensation benefits and cannot sue the University, my employer or any other employer or worker covered under the *Workers' Compensation Act* (Alberta). In every case, WCB Alberta will adjudicate all work-related and benefit entitlements based on the specific circumstances. If you are going to be working outside of Alberta please review the information about [out-of-province work on the WCB website](#) before your work begins.
2. The University **does not** insure personal vehicles or property for either employees or volunteers. Volunteers who bring personal property with them or who will be driving their own personal vehicles on University business are urged to contact their insurance broker to ensure that they have adequate personal automobile and property insurance.
3. As a "**registered volunteer**" you have coverage under the University's general liability insurance policy for liability claims from third parties for property damages, bodily injury and personal injury resulting from the performance of your duties, as long as you have not willfully, maliciously or intentionally caused the injuries. This coverage is subject to the terms and conditions of the University's policy and does not extend to personal activities or any activity outside of your volunteer responsibilities.

I freely accept and assume all responsibility to provide myself with medical/health insurance, personal insurance and travel insurance coverage (if necessary).

Initials: _____

Acknowledgement

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT before signing it, that I have executed this Agreement voluntarily, and that this Agreement is to be binding upon myself, my heirs, executors, administrators and representatives. Further, I acknowledge and agree:

1. I will follow all rules, guidelines and abide by any and all risk assessments, health and safety regulations and instructions received prior to or during the above noted volunteer activities;
2. I acknowledge that I am subject to the University's Policies and Procedures and that I represent the University of Alberta. I, therefore, agree to conduct myself accordingly at all times while performing my volunteer activities.
3. I will follow all guidelines for infection prevention and control as instructed, including social distancing, hand hygiene, and wearing personal protective equipment (eg. gloves, masks) to protect myself against COVID-19 and other communicable diseases.
4. I will follow health authority self-isolation guidelines and stay home if I feel ill.

SIGNED THIS _____ day of _____, 20____, at _____
(City, Province)

Signature of Volunteer (must be over 18)

Signature of Witness

Print Name

Print Name

Protection of Privacy - The personal information requested on this form is collected under the authority of Section 33(c) of the Alberta *Freedom of Information and Protection of Privacy Act* and will be protected under Part 2 of that Act. It will be used for the purpose of administering the Green & Gold Community Garden and/or to communicate with the emergency contact in case the volunteer is seriously injured or ill. Direct any questions about this collection to: James Willis, University of Alberta Farm, South Campus, F83 Agri-Food Discovery Place, 6020-118 St NW, Edmonton, AB T6G 2E1, 780-554-6183, leighann@ualberta.ca

Note: This waiver must be copied (in colour when possible) to a single double-sided page and completed in full (initialed, signed, dated, witnessed) before any volunteer may begin this activity. No changes to the document may be made except by the Office of Insurance & Risk Assessment. Signed documents must be filed with the department and kept for a minimum of ten years.