



Cooperative Extension Service

College of Agricultural, Consumer and Environmental Sciences

Office of the Associate Dean and Director, MSC 3AE

New Mexico State University

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New Mexico State University Volunteer Agreement

We are pleased that you have decided to volunteer your services at New Mexico State University in the department of San Juan County Master Gardeners.

I agree to the following (please initial each line):

_____ 1. I agree that, as a volunteer, I am not a University employee. I understand and agree that the University and I both have the right to end my volunteer assignment any time, for any reasons, and without notice.

_____ 2. I agree that participation in the activities outlined to me by the department are not in exchange for any consideration (e.g., pay, benefits, the promise of future employment). I acknowledge that, in exchange for my service as a volunteer, I have neither been promised any consideration nor do I expect to receive any consideration.

_____ 3. I understand I hereby release New Mexico State University any responsibility for injuries or property damage resulting from or related to my volunteer activities. I also acknowledge there is a risk of injury from volunteering and using the NMSU facilities and equipment, including the potential for serious injury and death, and I hereby voluntarily assume the risk of any injuries (regardless of severity) and death, which I may incur due to my own personal negligence or accidental occurrences while I am volunteering.

_____ 4. I understand that as a University Volunteer, I will not be entitled to any employee benefits, including, but not limited to: accident or medical insurance, retirement, worker's compensation, etc. NMSU is therefore not responsible for any accident or medical expenses that I incur in the course of volunteering. Further, I certify that I have health and/or accident insurance that will cover any personal injury that I may sustain while providing volunteer services and/or using University Facilities and equipment, regardless of cause, and I agree to provide proof of such insurance upon request.

_____ 5. I agree that I will comply with all NMSU policies, procedures, rules, or regulations applicable to my presence at the University and that I will follow the directions and guidance of the department representative and/or any employee directing my volunteer assignment. I likewise agree to follow any schedule established in connection with my assignment.

_____ 6. The university agrees to provide me with third party general liability coverage for claims filed against me arising from my duties described in the description of volunteer duties, as per state law.

_____ 7. In exchange for third party liability coverage and the opportunity to be a volunteer, on behalf of myself, my heirs, and my representatives, I hereby release, indemnify, and hold harmless New Mexico State University and all of its officers, trustees, agents, and employees from any and all liability, damages, or claims of any nature that arise out of or related to my volunteer activities. I also acknowledge there is a risk of injury from volunteering and using the NMSU facilities and equipment, including the potential for serious injury and death,

and I hereby voluntarily assume the risk of any injuries (regardless of severity) and death, which I may incur due to my own personal negligence or accidental occurrences while I am volunteering.

_____ 8. I am aware of the terms and conditions of this agreement and am signing this agreement of my own free will and without pressure or coercion. Further, by signing this agreement I attest to the fact that I am at least eighteen (18) years of age and that I am competent to sign this agreement and release. Note: If the volunteer is between 14 and 18 years of age, the legal parent/guardian must sign as well.

_____ 9. I agree that this agreement sets forth the entire agreement between me and the university regarding my service as a volunteer and supersedes any written or oral understanding, promise or agreement that is not referred to and incorporated in this agreement. I agree that this agreement shall be governed by New Mexico Law and may be changed only by a written document signed by me and the authorized University official.

_____ 10. I understand that I have the right to be free from discrimination on the basis of age, ancestry, color, mental or physical disability, gender, serious medical condition, national origin, race, religion, sexual orientation, gender identity, spousal affiliation, or veteran status, according to state and federal laws and I agree that if I experience or witness such misconduct in the University community I will report it to the Office of Institutional Equity.

_____ 12. I understand I may be subject to a background review or investigation due to my volunteer service with the university.

I affirm my acceptance of the terms of this agreement stated above with my signature.

Signature of Volunteer	Date	Printed Name of Volunteer	Date
Signature of Parent/Guardian*	Date	Printed Name of Parent/Guardian*	Date
Signature of Department Representative	Date	Printed Name of Department Representative	Date

*Only needed if volunteer is between the ages of 14 and 18.

Provide one copy of this agreement to the volunteer.
Retain this agreement for three years after University Volunteer separation