

# **Yavapai College Volunteer Indemnification and Hold Harmless Agreement**

This Volunteer Indemnification and Hold Harmless Agreement ("Agreement") is entered into by and between **Yavapai College** (the "College"), an Arizona public community college, and the undersigned volunteer (the "Volunteer").

## **1. Volunteer Status**

I understand and acknowledge that my participation with Yavapai College is strictly as a **volunteer**. I am not an employee, agent, contractor, or representative of the College, and I am not entitled to wages, benefits, workers' compensation coverage, unemployment insurance, or any other employment-related benefits.

## **2. Scope of Volunteer Activities**

I agree to perform only those volunteer duties that are authorized, assigned, or approved by the College and to comply with all College policies, procedures, safety rules, and applicable federal, state, and local laws while volunteering.

## **3. Assumption of Risk**

I understand that volunteer activities may involve inherent risks, including but not limited to personal injury, illness, property damage, or loss. I voluntarily assume all such risks, whether known or unknown, associated with my participation in volunteer activities at or for the College.

## **4. Indemnification and Hold Harmless**

To the fullest extent permitted by Arizona law, I agree to **indemnify, defend, and hold harmless** Yavapai College, the Arizona Community College Districts, and their respective officers, trustees, employees, agents, and representatives from and against any and all

claims, demands, actions, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- My participation in volunteer activities;
- My acts or omissions while volunteering; or
- Any breach of this Agreement.

This indemnification obligation applies except to the extent such claims arise from the **sole negligence or willful misconduct of the College**, as determined by a court of competent jurisdiction.

## **5. Release of Liability**

To the fullest extent permitted by law, I hereby release and discharge Yavapai College and its trustees, officers, employees, and agents from any and all liability for injuries, damages, or losses I may sustain as a result of my volunteer activities, except where caused by the sole negligence or willful misconduct of the College.

## **6. Medical Treatment**

I authorize Yavapai College to obtain emergency medical treatment for me if necessary, during my volunteer service. I understand that I am solely responsible for any medical costs incurred.

## **7. Insurance**

I acknowledge that the College does not provide health, medical, disability, or accident insurance coverage for volunteers. I am responsible for maintaining any insurance coverage I deem necessary.

## **8. Confidentiality**

I agree to maintain the confidentiality of all non-public or protected information learned during my volunteer service and to comply with all applicable privacy and confidentiality requirements, including FERPA where applicable.

## **9. Use of Likeness**

I grant Yavapai College permission to use photographs, video recordings, or other media of me taken during volunteer activities for educational or promotional purposes, unless I provide written notice revoking this permission.

## **10. Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the **State of Arizona**. Any legal action arising from this Agreement shall be brought in a court of competent jurisdiction within the State of Arizona.

## **11. Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **12. Entire Agreement**

This Agreement constitutes the entire understanding between the parties regarding volunteer service and supersedes any prior agreements or understandings, whether written or oral.

### **Volunteer Acknowledgment**

I have read this Agreement carefully, understand its contents, and voluntarily agree to its terms.

**Volunteer Name (Print):** \_\_\_\_\_

**Volunteer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Phone / Email:** \_\_\_\_\_

## **College Acknowledgment**

**Authorized College Representative:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_