

VOLUNTEER SERVICE AGREEMENT FOR ILLINOIS INSTITUTE OF TECHNOLOGY

This Agreement, is made on _____, 201__ by and between Illinois Institute of Technology (the "University"), and _____, an individual who represents that he/she is over the age of 18 years of age and resides at _____ (the "Volunteer").

RECITALS

The University is a not-for-profit, 501(c)(3) institution of higher education. The Volunteer, in fulfillment of his/her own philanthropic interests and without promise, expectation or receipt of compensation, freely desires to donate his/her time, skills, efforts and/or services to the University. Any time, skills, efforts and/or services that the Volunteer provides to the University (i) will only supplement its regular and on-going operations and advance its educational and charitable missions, and (ii) will not displace, replace or otherwise adversely impact any University employee. In furtherance of the foregoing, the University and Volunteer wish to enter into this Agreement to memorialize the Volunteer's donation and the University's acceptance of the same.

PROVISIONS

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties hereto agree as follows:

1. By this Reference, the Recitals to this Agreement are incorporated into this Agreement. Further, it is expressly acknowledged and agreed by and between the parties that the Volunteer Services (as defined below) are, and shall be, donated and that the Volunteer neither is entitled to nor expects any present or future salary, wages, or other benefits for the Voluntary Services.

2. Subject to the terms of this Agreement, Volunteer will donate his/her time, skills, efforts and/or services to the University on a volunteer basis to provide and/or assist with the following: _____

_____ and matters incidental thereto (the "Volunteer Services"). The University and Volunteer acknowledge and agree that the Volunteer Services are expected to be rendered between _____, 20__ and _____, 20__ [Not to exceed a 365-day period] and that Volunteer generally anticipates donating _____ hours per week [Not to exceed 20 hours per week] rendering the Volunteer Services, with the actual dates and times being determined as provided for in Section 4. The University and Volunteer expressly acknowledge and agree that either may terminate this Agreement without liability at any time for any reason.

3. Volunteer acknowledges that he/she (i) is fully aware of the physical, emotional and/or mental requirements associated with rendering the Volunteer Services, and (ii) will, at all times, exercise reasonable care to avoid injury to himself/herself and others. WITH THIS KNOWLEDGE, VOLUNTEER AGREES, TO THE FULLEST EXTENT ALLOWED BY LAW, TO ASSUME ANY AND ALL RISK ASSOCIATED WITH OR ARISING FROM HIS/HER RENDERING OF THE VOLUNTEER SERVICES AND AGREES TO ACCEPT ANY AND ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE ASSOCIATED WITH OR ARISING THEREFROM; AS A RESULT, VOLUNTEER, ON HIS/HER BEHALF AND FOR HIS/HER HEIRS, EXECUTORS AND ADMINISTRATORS, FREELY AND KNOWINGLY WAIVES AND RELEASES ANY AND ALL CLAIMS OF WHATEVER KIND OR NATURE AGAINST THE UNIVERSITY AND ITS OFFICERS AND EMPLOYEES FOR THE SAME.

4. Volunteer understands that he/she controls the dates and times when he/she renders the Volunteer Services and that the University is not responsible for scheduling the same; provided that it is understood Volunteer is expected to inform the University of his/her availability so that the University can determine whether it has a need for and the means to accept the Volunteer Services during the time that Volunteer is available and to take such steps as may be necessary to allow for the Volunteer Services to be rendered. Volunteer is to provide such information to _____ in person, by telephone at _____ or by e-mail to _____.

5. In rendering the Volunteer Services, Volunteer agrees to follow the supervision and direction of any University personnel, employee or representative to whom Volunteer has been assigned to perform the Volunteer Services and to participate in any training required by the University as a prerequisite to the performance of the same.

6. Except as otherwise required by law, the Volunteer acknowledges and agrees that he/she will not be considered to be an employee of the University while performing the Voluntary Services. Nonetheless, provided that the Volunteer has satisfied the obligations set forth in Section 7, the University and/or its insurers will seek to protect the Volunteer from tort claims that arise out of or result from the rendering of the Volunteer Services but solely to the extent that the same arise out of or result from the ordinary negligence of the Volunteer and occur during the scope of rendering the Volunteer Services. For the avoidance of doubt, this Section 6 does not apply for, and shall not be deemed to apply for, the benefit of the Volunteer, his/her heirs, executors or administrators in any action arising out of or resulting from gross negligence or willful misconduct, or any other conduct on the part of the Volunteer which causes or may give rise to criminal liability. Accordingly, the Volunteer acknowledges and agrees that if the Volunteer is responsible for injuries to third parties or damages to their property while acting outside the scope of the Volunteer's assigned duties or caused by other than his/her negligence then he/she may be liable for any monetary damages a court may award to the injured party.

7. Volunteer agrees to cooperate fully with the University and its agents in any investigation, lawsuit, arbitration or any other legal or quasi-legal proceeding that arises from matters covered by this Agreement. Volunteer agrees to notify the University immediately of any incident that occurs within his/her knowledge that gives, or may give, rise to any liability.

8. The parties agree that should any provision of this Agreement be found unenforceable that all remaining provisions of the Agreement shall remain in full force and effect. The parties agree that any dispute concerning or arising from this Agreement requiring adjudication in a court of law shall occur in the courts of, and be determined by the laws of, the State of Illinois regardless of any conflict of law principles. This Agreement represents the complete understanding between the University and Volunteer, and it supersedes any previous or contemporaneous understandings on this subject, whether written or oral. This Agreement cannot be changed or amended in any way without the written concurrence of the University and Volunteer. THE VOLUNTEER ACKNOWLEDGES THAT THIS AGREEMENT INCLUDES, AMONG OTHER PROVISIONS, A RELEASE OF LIABILITY IN SECTION 3, AND VOLUNTEER FURTHER ACKNOWLEDGES THAT HE/SHE HAS READ, UNDERSTOOD AND IS FREELY ENTERING INTO THE SAME AS OF THE DATE FIRST NOTED ABOVE.

Illinois Institute of Technology _____, **Volunteer**

By: _____

Name: _____

Its: _____