Volunteer Services Agreement

Event Information

Department/Unit: PCSU - Ko'olau Mountains Watershed Partnership (KMWP)

Volunteer's Supervisor: Melani Spielman - Outreach Specialist

Telephone: (808)426-8071

Email: Koolaupartnership@gmail.com

Event: KMWP Malama Na Ko'olau Monthly Volunteer Days

Service Period (include dates and hours scheduled):

2025 Calendar year until December 31st 2025, (1 or more volunteer events per month), optional special volunteer days (1-2 times per year)

Summary of Assigned Duties (be as specific as possible):

Volunteer Activities at KMWP managed restoration sites. Restoration activities may include: invasive plant species removal, general weed control, planting, trail maintenance, seed collection, education on native plants and ecosystems, and watering.

Volunteer Information

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Daytime Telephone (w/area code): _____

Alternate Telephone (w/area code): _____

Email: _____

In case of emergency, who should be notified:

Name: _____ Relationship: _____

Telephone: _____

Terms and Conditions

1. A volunteer is an individual who voluntarily performs work or provides services to the University without compensation or remuneration of any kind.
2. Worker's compensation benefits may be provided to eligible volunteers.
3. Volunteer services totaling more than 15 days (not necessarily consecutive) within any calendar year, requires a tuberculosis clearance in accordance with Administrative Procedure A9.520 Tuberculosis Clearance.
4. Volunteers younger than eighteen (18) years old are required to have their parent or legal guardian consent to this agreement by signing below.
5. Volunteers will comply with all requirements specified by their supervisor and acknowledge that the University may at its discretion terminate their participation at any time.
6. In accordance with EP 2.202, volunteers working with minors must have a background check completed prior to providing services.
7. All volunteers must be properly trained by the respective University department/unit prior to commencing volunteer duties and appropriately supervised while engaging in volunteer activities.
8. All volunteers and parent/guardian (for minor volunteers) must complete a Consent, Waiver, Release and Indemnity Agreement.
9. All forms must be completed and returned to the University department/unit prior to the effective date of the volunteer assignment.

PLEASE READ CAREFULLY AND SIGN

I certify that I agree to the terms and conditions noted above and that the information provided on this Volunteer Services Agreement is true and accurate and any misrepresentation provided on this form may result in my immediate termination as a volunteer.

Signature of Volunteer or Parent/Legal Guardian _____ Date _____

I certify that the form is complete and terms and conditions noted above will be adhered to.

_____ _____

Signature of Supervisor Date

_____ _____

Signature of Dean/Director/Vice Chancellor (if applicable) Date

The original agreement should be retained by the department/unit and a copy provided to the volunteer. **All forms must be on file prior to the effective date of the volunteer assignment.**

CONSENT, WAIVER, RELEASE AND INDEMNITY AGREEMENT

Adult Participants – General UH Volunteer Activities

Covered Program*:* The following activities shall be included in and defined as part of the "***Covered Program***":

Participation as a volunteer at the following events: KMWP Monthly Volunteer Days (collectively the "***Events***") scheduled to occur at the following dates: once or more per month and special events ("***Event Dates***") at the following locations and facilities: kmwp's managed restoration sites (collectively the "***Event Facilities***") and involving the following activities: invasive plant species removal, general weed control, planting, trail maintenance, seed collection, education on native plants and ecosystems, and watering. (collectively the "***Volunteer Activities***"). The Volunteer Activities may require vigorous physical, emotional and/or mental effort and exertion and may be taxing and result in discomfort, injury, or in rare situations, even death. In participating in the Volunteer Activities, all participants shall comply with any instructions given, issued or communicated by University of Hawai'i personnel.

To be completed by participant:

In consideration for my participation in the Covered Program, including the Volunteer Activities, I agree to the following on behalf of myself and my heirs, executors, administrators, and personal representatives:

1. Representation of health. I understand the nature of the Covered Program and the Volunteer Activities and I represent that I am in good physical, mental, and emotional health, have disclosed to the University of Hawai'i any medical, physical, mental or emotional condition that could affect my participation in the Covered Program and the Volunteer Activities, and am able to participate in the Covered Program, including the Volunteer Activities. If, at any time, I believe the conditions of my participation to be unsafe, I will immediately cease further participation in the Covered Program, including the Volunteer Activities. I further agree to and represent that in connection with my participation in the Covered Program and the Volunteer Activities: (a) I will be covered by a private medical, health, and/or liability insurance policy and if I am not covered by such insurance policies, I acknowledge and agree that any injury or medical condition that I may sustain or suffer and any injury or medical condition I may cause in connection with my participation in the Covered Program, including the Volunteer Activities, will not be covered by any insurance policies held or obtained by the University of Hawai'i, (b) I am not employed by the University of Hawai'i (or if I am employed by the University of Hawai'i, I am not participating in connection with my employment), and (c) the University of Hawai'i will not be responsible for or required to indemnify or defend me with respect to any illness, personal or bodily injury, death, economic and property damage, severe emotional loss, and any other loss, damage, or injury (collectively the "***Injuries/Damages***") that I may sustain or suffer in connection with my participation in the Covered Program, including the Volunteer Activities.

2. Assumption of risk. I understand and acknowledge the dangers and risks involved in my participation in the Covered Program and the Volunteer Activities, including the Injuries/Damages and specifically Injuries/Damages arising from the Volunteer Activities. These Injuries/Damages may be caused by actions or inactions of myself or others participating in the Covered Program, the Volunteer Activities, and/or the conditions where the Covered Program and/or the Volunteer Activities occur, such as the Event Facilities. I acknowledge that there may be other Injuries/Damages not known to me or not readily foreseeable at this time. I fully accept and assume all risks of the Injuries/Damages resulting from my participation in the Covered Program, including the Volunteer Activities. I have read and understood all written materials setting forth the requirements for my participation and I will observe, follow, and comply with all verbal and written instructions from authorized University of Hawai'i personnel.

3. Waiver and release. I hereby waive, release, and discharge the University of Hawai'i from any and all claims, demands, actions, rights, and causes of action for any and all Injuries/Damages, known or unknown, related to, arising from, or traceable either directly or indirectly to my participation in the Covered Program, including the Volunteer Activities (collectively the "***Released Claims***").

4. Indemnify, defend, and hold harmless. I accept full responsibility for my participation in the Covered Program, including the Volunteer Activities, and I agree to indemnify, defend, and hold harmless the University of Hawai'i and its past, present and future governing board members, directors, regents, trustees, officers, employees, agents, and assigns from any and all Released Claims and any and all demands, actions, judgments, injunctions, orders, directives, penalties, assessments, liens, liabilities, losses, damages, costs, and expenses (including attorneys' fees), arising or resulting from or caused by any of my acts or omissions (or by any person for whom I am responsible) during, involving, or related to my participation in the Covered Program, including the Volunteer Activities.

5. Medical Consent. I consent to, and authorize any medical professional and others working under their supervision to provide medical treatment or care to me for any injury or illness arising from or related to my participation in the Covered Program, including the Volunteer Activities and agree to pay any and all medical expenses, costs and other charges, and to release, discharge, indemnify, defend, and hold harmless the University of Hawai‘i, and its governing board members, directors, regents, trustees, officers, employees, agents and assigns from and against any and all liability, claims, demands or actions arising from or connected with such medical treatment or care. I give permission to the University of Hawai‘i to undertake any emergency/urgent treatment or medical care for me that may be deemed necessary for my health. Also, if my hospitalization is deemed to be medically necessary, I give permission for my hospitalization. I understand and consent to medical treatment by the City and County of Honolulu Emergency Medical Services ("***EMS***") and other licensed medical personnel, whether EMS personnel or the other licensed medical personnel are available onsite at the Event Facilities during the Events or requested to come to the Event Facilities.

6. Photo, Video and Sound Recording Release and Consent. I authorize the University of Hawai‘i and its officers, agents, employees, successors, licensees, and assigns to take and use photographs, video, and sound recordings of and/or live stream my participation in the Covered Program, including the Volunteer Activities, and to use my name, image, likeness, appearance, and voice (collectively the "***Recordings***"): (a) for any legitimate purpose, including any educational, institutional, scientific, fundraising or informational purposes, (b) in perpetuity, (c) on a worldwide basis, (d) without compensation to me, (e) in any manner or media, including use on social media sites and web pages accessible to the general public, and (f) alone or in combination with other Recordings. All right, title, and interest in the Recordings belong solely to the University of Hawai‘i. I understand the Covered Program, including the Volunteer Activities, may attract media coverage or be recorded, in whole or in part, for rebroadcast or retransmission, and I consent to my inclusion in such media coverage, which may appear in print media, live or replay telecast or broadcast, podcast, and/or through social media and internet postings.

I have read this Consent, Waiver, Release, and Indemnity ("***Agreement***") and I understand that I am giving up substantial rights, including the right to sue. I am participating in the Covered Program, including the Volunteer Activities, freely and voluntarily. I agree that: (a) the laws of the State of Hawai‘i shall apply to this Agreement and (b) if any portion of the Agreement is invalid, the remainder of the Agreement shall continue in full force and effect.

_____	_____	_____
Signature of Participant	Print Name	Date