

UNIVERSITY OF MINNESOTA

COVER IT UP CITIZEN SCIENCE PROGRAM ("UNIVERSITY") VOLUNTEER AGREEMENT AND RELEASE

I wish to volunteer as part of the Cover It Up Citizen Science Program, a research project by the University of Minnesota's Department of Forest Resources. This assignment begins spring 2020 and runs through fall 2022. In exchange for the opportunity to volunteer, I agree as follows:

1. I may accept or reject any assignment. Once I have accepted an assignment, I will use reasonable efforts to complete that assignment or inform UNIVERSITY staff as soon as I believe I may not be able to complete it. UNIVERSITY is not obligated to offer me any particular assignment.
2. I will perform assignments under UNIVERSITY staff direction and control, and will abide by the University of Minnesota's Code of Conduct and UNIVERSITY policies and procedures while volunteering.
3. I am not a UNIVERSITY employee. I will not receive salary, benefits or compensation, and do not qualify for workers' compensation benefits. I carry personal medical insurance to cover expenses for injuries I incur while volunteering with UNIVERSITY. If there is a claim against me based on services I perform in good faith as part of my volunteering, I may be eligible for legal defense and indemnification under the applicable Regents policy.
4. I certify that I am a citizen or permanent resident of the United States, or I have an appropriate visa status that authorizes me to be present in the United States and participate in this volunteer experience.
5. I may resign, or UNIVERSITY may terminate, my volunteer status at any time. I understand the following are reasons UNIVERSITY may terminate my volunteer status: misconduct or insubordination; being under the influence of alcohol or illegal drugs; theft or misuse of property, equipment or materials; abuse or mistreatment of others involved with UNIVERSITY; failure to abide by UNIVERSITY policies or procedures; failure to satisfactorily perform assignments; breach of this Agreement; any other conduct UNIVERSITY staff reasonably determine is contrary to UNIVERSITY 's best interests.
6. Release. I know volunteering can result in severe personal injury, disability, death, or property damage ("Risks"). UNIVERSITY has no control over factors that influence Risks. I understand Risks exist even when I follow UNIVERSITY rules and directions. I will immediately bring any unusual or significant hazard I observe to the attention of the nearest UNIVERSITY staff.
 - a. I voluntarily and knowingly accept responsibility for encountering Risks, known and unknown. On behalf of myself, my heirs, next of kin, successors, assigns, and anyone else who might claim through me or on my behalf, or who might have a claim arising out of, related to, or based upon any disability, death, or loss or damage to person or property I may experience as a result of volunteering, I expressly forever release, indemnify and hold harmless Regents of the University of Minnesota, UNIVERSITY directors, employees, volunteers, sponsors, and each of their agents, representatives, successors, and assigns, and all other persons associated with UNIVERSITY ("Releasees"), from any and all loss, cost, expense or other damage of any kind, including but not limited to insurance subrogation and attorney's fees (together and singly, "Claims").
THIS RELEASE APPLIES EVEN TO CLAIMS BASED IN WHOLE OR IN PART ON RELEASEES' NEGLIGENCE AND/OR GROSS NEGLIGENCE, TO THE EXTENT PERMITTED BY LAW.
Volunteering is voluntary, and not a part of, or related to, my educational program, residence, or employment at the University of Minnesota in any way.
 - b. In the event of an emergency, UNIVERSITY staff may render first aid and obtain medical treatment. I will be financially responsible for all costs incurred thereby, regardless of insurance coverage.

c. I grant Releasees full permission to use and broadcast images, recordings, or any other record of me performing volunteer services in any medium. Further, any photos I upload to a Cover It Up project site may likewise be used and broadcast.

d. Cover It Up activities include direct seeding and propagating wild grasses including wild rye. Grass awns can cause severe injury to dogs if inhaled. Dog owners are advised to avoid exposing dogs to areas where there is abundant wild rye grass, including Cover It Up experimental plots. This advice is consistent with Cover It Up protocols to avoid disturbing experimental sites once established, by human or animal trampling.

e. Cover It Up activities include use of smartphones. UNIVERSITY is not liable for damage to smartphones or other personal property.

7. Cover It Up activities include planting UNIVERSITY-supplied test buckthorn seeds in areas where buckthorn is already present. In accordance with Minnesota Statute 18.82, UNIVERSITY will disclose destinations for test seeds (i.e., locations of volunteers' experimental sites) to County Agricultural Inspectors. Participation is contingent upon approval from County Agricultural Inspectors to perform research activities. If approval is granted, I agree to destroy any remaining buckthorn plants grown from the seeds at the end of the experiment (or at the end of my participation, if earlier) in accordance with UNIVERSITY directions.

8. Ownership of or permission to use experimental site:

a. I certify that I am the owner of the Cover It Up experimental site and grant UNIVERSITY staff access to the site for research purposes; **OR**

b. I certify that I have permission from the owner of the Cover It Up experimental site to access and conduct the subject research on the site and to allow UNIVERSITY staff to access the site for research purposes.

c. Please type street address, city, state and ZIP code. Cover It Up research requires Noxious Weed Permits (per MN Statute 18.82). To obtain permits, the Cover It Up team will share the address of your experimental site with the appropriate County Agricultural Inspector.

Address of experimental site: _____

9. This is the entire Agreement. No other agreement, oral or written, exists outside of this Agreement.

10. My electronic signature is the legally binding equivalent of my handwritten signature on paper. I hereby irrevocably waive any claim that my electronic signature is not legally binding or enforceable. If I wish to sign a hard copy of this Agreement instead of an electronic version, I will contact UNIVERSITY.

I HAVE READ THIS LEGALLY BINDING DOCUMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT.

_____	_____	_____
Name	Signature	Date