

UNIVERSITY OF CALIFORNIA, SANTA CRUZ - UCSC VOLUNTEER WAIVER AND ELECTION OF WORKERS' COMPENSATION COVERAGE

(To be used by persons providing volunteer services not related to employment duties, or their UCSC education requirements, and without compensation, for the benefit of the university.)

Email copy to the Workers' Compensation Office in Risk Services at incident@ucsc.edu

Name of Volunteer:

Home Phone:

Home Address:

UCSC Sponsored Program/Event in which volunteer's services will be provided:

Volunteer Appointment Begins on:

Ends on:

(Month/day/year)

(Month/day/year) (Cannot be indefinite)

The purpose of the [UC COVID-19 Vaccination Program Policy](#) is to facilitate protection of the health and safety of the University community, including its patients as well as its students, trainees, personnel and all other who work, live and or/learn in any of the University's locations or otherwise participate in person in University programs. It is intended to reduce the incidence of COVID-19 infection, disease, disability, and death.

A covered individual includes anyone designated as personnel, students, or trainees under this Policy who physically access a University Facility or Program in connection with their employment, appointment, or education/training. "Personnel" also includes, for purposes of this policy, "official volunteers", as defined in the Regulations Governing Conduct of Non-Affiliates in the Buildings and on the Grounds of the University of California¹.

Do you attest that you are in compliance with the UC COVID-19 Vaccination Program Policy? Yes

No

Should you have any questions please contact Risk Services at 831-459-1787 or cadelgad@ucsc.edu.

UCSC Department for which Volunteer Services will be provided:

Name of Volunteer's Supervisor:

Supervisor's Phone:

¹ Official volunteers as defined in the [Regulations Governing Conduct of Non-Affiliates in the Buildings and on the Grounds of the University of California](#).

ELECTION OF REMEDY

As a condition of my participation in UCSC volunteer service and in consideration for my use of UCSC facilities and equipment, I, the above named volunteer, hereby understand and agree that in the event I am injured or contract an illness or disease either during my UCSC volunteer service, or subsequent thereto as a result of such service, that I am hereby electing to be covered under the University of California's Self Insured Workers' Compensation Program as a volunteer for the University of California, Santa Cruz Campus, and that the benefits provided by the Labor Code of the State of California shall be my **SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL SUCH INJURIES, ILLNESSES OR DISEASES**. This election of remedy shall be binding on myself, my heirs, administrators, executors and assigns.

WAIVER, RELEASE & INDEMNITY

In consideration of my use of UCSC facilities and of equipment and of my coverage under the University's Self Insured Worker's Compensation Program, I, the above named Volunteer, hereby for myself, my heirs, executors, administrators, and assigns voluntarily release, forever discharge, waive, and relinquish any and all actions, claims, or causes of action for bodily injury, personal injury, property damage, or wrongful death occurring or arising out of the course and scope of my volunteer service against the Regents of the University of California, its officers, agents, volunteers, and/or employees (herein after referred to as the University), whether the same shall arise by contract, the negligence of any said persons, or otherwise. **IT IS MY INTENTION BY THIS INSTRUMENT TO EXEMPT AND RELIEVE THE UNIVERSITY FROM ANY AND ALL LIABILITY TO ME, MY HEIRS, ADMINISTRATORS, EXECUTORS, AND ASSIGNS FOR BODILY INJURY, PROPERTY DAMAGE, AND WRONGFUL DEATH CAUSED BY NEGLIGENCE.**

I, the above named Volunteer, for myself, my heirs, administrators, executors, and assigns do hereby agree, in the event any claim for bodily injury, property damage, or wrongful death arising out of my volunteer services shall be prosecuted against the University, to defend, indemnify and hold harmless University from and against any and all such claims or causes of action by whomever or wherever made or presented, except for such claims as may arise from or be caused by the willful misconduct of the University.

I, the above named Volunteer, hereby expressly waive all rights under Section 1542 of the *Civil Code of California* which states that a "general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

REPORTING OF INJURIES/ILLNESSES AND MEDICAL TREATMENT

I hereby agree to report all injuries or illnesses contracted in the scope of my UCSC volunteer service to the UCSC department in which I am providing volunteer service and to the Office of Risk Services (831) 459-2850, FAX (831) 459-3268, incident@ucsc.edu, 100 Enterprise Way E100,

FILLABLE FORM

Scotts Valley, CA 95066 immediately. Volunteers injured on the campus are authorized to be treated at the Designated Medical Treatment Providers at <http://risk.ucsc.edu/all-forms/wc-authorization-medical-form.pdf> or Dominican Hospital Emergency Room.

I, the above named volunteer, have read and understand the above “election of remedy,” the “waiver, release and indemnity,” and the “waiver of Civil Code Section 1542 rights”, and agree to all of them.

Signature of Volunteer:

Date:

Signature of University Supervisor/PI:

Date:

Original: Volunteer’s Department - Retain for 5 years following termination of volunteer services

One Copy to Volunteer & One Copy to the Workers’ Compensation Office in Risk Services via email, incident@ucsc.edu