

\_\_\_\_\_ has elected to volunteer his/her services to North Dakota State University, and specifically under the supervision of \_\_\_\_\_ in the Department of \_\_\_\_\_. The effective date for beginning volunteer services will be \_\_\_\_\_, and the ending date will be \_\_\_\_\_.

Equine Assisted Activities and Therapies       Other Equine Event \_\_\_\_\_

Your services/duties and activities at NDSU will be (be very specific):

**Inherent risks of domestic animal activities include, but shall not be limited to:**

1. The propensity of a domestic animal to behave in ways i.e., running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them;
2. The unpredictably of a domestic animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons, or other animals;
3. Certain hazards such as surface and subsurface conditions;
4. Collisions with other domestic animals or objects; and
5. The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the domestic animal or not acting within such participant's ability.

**WARNING:**

**Under North Dakota Law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities. North Dakota Century Code ch. 53-10 <http://www.legis.nd.gov/cencode/t53c10.pdf>**

I understand that the University does not provide medical insurance or worker's compensation coverage; therefore volunteers are encouraged to maintain their own health insurance. Incidents/injuries must be reported to the Safety Office immediately or within 24 hours. I also understand that I must comply with all University policies, including mandatory training requirements.

As a volunteer, I may be working on projects in areas of research, and these projects may lead to new discoveries in that field. Projects that lead to new discoveries utilizing the University's facilities, employees, equipment and supplies are considered the property or intellectual property of North Dakota State University. Therefore, North Dakota State University owns the property and intellectual property rights to the results of any work that occurs as a result of this agreement and would be subject to University's policies unless otherwise agreed upon.

In consideration for being allowed to participate in the above-referenced service/duty and/or activity on behalf of myself, my personal representatives, heirs, next of kin, successors and assigns; unless considered a "state employee" (which means every present or former officer or employee of the state or any person acting on behalf of the state in an official capacity, temporarily or permanently, with or without compensation) I forever:

- a. **waive, release, and discharge** the State of North Dakota, its agencies, officers, and employees from any and all negligence and liability for my death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to me, and my estate as a direct or indirect result of my participation in the above referenced activity or event.
- b. **defend, indemnify, and hold harmless** the State of North Dakota, its agencies, officers and employees (State), from any and all claims of any nature, including all costs, expenses, and attorney's fees, which may in any manner result from or arise out of this agreement.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident or illness during this activity or event.

Please sign both copies of this agreement and return one copy to the NDSU agent of record.

I, \_\_\_\_\_ the undersigned participant, affirm that I am at least 18 years of age and am freely signing this agreement. I also affirm that I have read this entire letter of agreement, understand its contents, accept the terms and conditions of this agreement, and agree to comply with all the rules and regulations established by North Dakota State University in working as a volunteer.

\_\_\_\_\_  
NDSU Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Volunteer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
NDSU Supervisor Printed Name

\_\_\_\_\_  
Volunteer Printed Name

Complete the **Criminal Record Disclosure** form located on the 2nd page of this form.

Department/Supervisor will maintain this completed agreement and disclosure form in the Volunteer's personal file.

**Criminal Records Disclosure**

- 1. Within the past (10) years, have you pled guilty (or no contest) to or been otherwise convicted of a felony in any court?  
 No     Yes
- 2. Within the past five (5) years, have you pled guilty (or no contest) to, or been otherwise convicted of a misdemeanor involving a crime of violence or threat of violence in any court? "Crime of violence" means an offense in which physical force was either used, attempted or threatened against the person or property of another; or if by the nature of the offense it involves a substantial risk that physical force may be used against a person or property of another. Examples of crimes of violence include, but are not limited to: abuse, arson, assault (including sexual assault or domestic violence), battery, breaking and entering, burglary, criminal mischief or vandalism, harassment, homicide, menacing, reckless endangerment, stalking, terrorizing and unlawful restraint or imprisonment.  
 No     Yes
- 3. If you are not sure whether the conviction was a felony or misdemeanor, or the conviction was in a foreign court, which does not make this distinction, have you had any conviction within the past ten (10) years?  
 No     Yes If yes, please explain: \_\_\_\_\_
- 4. Are you currently or have you ever been required to register as a sex offender in any state?  
 No     Yes

If you answered "Yes" to any of the above questions, state the month and year of the conviction and the court. You may also explain the circumstances, but are not required to do so. "Convicted" also includes deferred imposition of sentences unless you subsequently were allowed to withdraw a guilty plea, and there is no record of a conviction as a result.

Explanation - OPTIONAL: Attach an additional page if necessary. Do not use any victim names.

Please submit this completed form to the department and they will ensure the original signed form is maintained along with the Volunteer Services Agreement.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position Title (VS/VR) Department/Unit

**Information on Criminal Record Disclosure**

Before volunteering or being received as a Visiting Scholar/Researcher at North Dakota State University, you are required to sign the Criminal Record Disclosure Form notifying NDSU of certain criminal convictions.

Convictions in any court (federal, state, county, municipal, or foreign) need to be disclosed. Only misdemeanors involving a crime of violence or threat of violence need to be disclosed. However, NDSU may inquire into and verify any other misdemeanors deemed relevant to the position.

You are further advised that this form will be kept as a part of your official file. Under the North Dakota Open Records Law, anyone could inspect this form and your answer, so no promise can be made to you of its confidentiality.

If you have any questions concerning the use of this form, you can contact the Director of Human Resources or the Office of the Vice Provost for Faculty and Equity.

**Deliver to:**

Equine Science  
Hultz Hall 100  
Dept 7630, PO Box 6050  
Fargo ND 58108-6050

Phone (701) 231-5682