

DUKE MINORS PROGRAM PARTICIPATION AGREEMENT

Program Name and Dates: **Duke Regional Hospital Junior Volunteer, June 15 – August 7, 2020** (“Program”)

Participant Name: _____ (“Participant”)

Parent or Legal Guardian Name: _____ (“Parent/Legal Guardian”)

This Participation Agreement (the “**Agreement**”), effective as of the date of signature by the Parent/Legal Guardian, is entered into by and between Duke University and Parent/Legal Guardian.

This Agreement must also be signed by the Participant, which signature reflects that the Parent/Legal Guardian and Participant have reviewed the Agreement and all materials linked to this Agreement; that the Parent/Legal Guardian has discussed the Program in detail with the Participant and has explained to the Participant that the Program may have risks and that Participant’s participation is voluntary; and that the Participant understands and agrees to all of the terms of this Agreement and all materials linked to this Agreement, including but not limited to the behavioral expectations.

1. Voluntary Participation; Program Description

- (a) In return for and as a condition of Duke providing to Participant the opportunity to participate in the Program, Parent/Legal Guardian hereby voluntarily agrees to allow the Participant to participate in the Program and agrees to the terms and conditions set forth in this Agreement.
- (b) Parent/Legal Guardian agrees that he/she has fully read, understands, and agrees to this Agreement; the Program Description (“Program Description”) set forth below, including but not limited to the activities, policies, and risks described therein; and any other materials provided by Duke regarding the Program. Parent/Legal Guardian agrees that he/she has discussed the Program in detail with the Participant.
- (c) Program offers a rewarding summer experience as a volunteer in a fast-paced medical setting at Duke Regional Hospital. Participant will assist and engage with patients and visitors, and will perform duties including providing directions to patients and families, serving in the gift shops, and helping ease wait times for families in waiting areas by providing a friendly, warm, and welcoming presence. Participants may not shadow/observe clinical staff. Participant’s supervisor must be aware of Participant’s whereabouts at all times. Participant is not allowed to leave the hospital campus for any reason or to receive visitors during their volunteer shift.

Participant must commit to participating for at least 8 hours per week for at least 6 weeks in the summer between June 15 and August 7, and will be assigned a volunteer shift hours schedule based on their availability. If Participant is unable to meet this commitment or leaves the program without approval before August 7, 2020, Participant will not be eligible to return or receive a letter of recommendation from Program. Participant must notify the Program if Participant’s summer schedule changes, and Participant may lose their spot if their new schedule does not work for Program.

Participant must attend a mandatory hospital orientation on Monday, June 15, 2020, and understands that there will be no alternative dates for this mandatory training. Participant must comply with all behavioral requirements established by Duke, including but not limited to the Volunteer Policies established by Duke University Hospital Volunteer Services (available at <https://www.dukehealth.org/volunteer-services/volunteer-policies>), and additional hospital departmental policies and attendance expectations. Except as otherwise provided in this agreement and/or the related medical forms, Participants are not allowed to hold any medications.

Further program information can be found online at: <https://www.dukehealth.org/volunteer-services/duke-regional-junior-volunteer-program>

- (d) Duke reserves the right, in its sole discretion, to add, modify, or remove elements of the Program or cancel the Program.

2. Behavioral Requirements; Duke Policies; Dismissal from the Program

- (a) Parent/Legal Guardian understands and agrees that (i) Participant must comply with all behavioral requirements established by the Program, as set forth or linked to in the Program Description; (ii) Participant must in all cases and at all times act with a high regard for the health and safety of Participant and others; and (iii) Participant must follow and not deviate from all the directions and procedures communicated to Participant by those operating the Program.
- (b) Parent/Legal Guardian acknowledges and understands that Participant is subject to and must comply with all Duke policies, rules, and regulations, applicable to the Program, as they now exist or are later amended, including without limitation the policies that may be referenced in the Program Description and related Program materials.
- (c) Duke may dismiss a Participant from the Program if Duke determines, in its sole discretion, that
- Participant has not complied with the behavioral requirements for the Program
 - Participant has violated a law
 - Participant has violated any Program policy, any applicable Duke policy, or any relevant third party policy
 - Continued participation by Participant in the Program poses a risk to the health, safety, or welfare of the Participant or others
 - Continued participation by Participant in the Program will materially disrupt the Program.
- (d) If Duke dismisses Participant from the Program, Duke will inform Parent/Legal Guardian of the decision. If Parent/Legal Guardian is unavailable, Duke will inform an emergency contact, as designated by Parent/Legal Guardian on the required medical forms. Once Duke notifies the Parent/Legal Guardian or an emergency contact that Duke has dismissed Participant from the Program, the applicable person must pick up Participant the same day. If Participant is authorized by Parent/Legal Guardian to drive themselves to volunteer assignment, Parent/Legal Guardian will be notified of effective time of termination.

3. Reasonable Accommodations; Insurance

- (a) Parent/Legal Guardian has read, understands, and acknowledges the requirements of the Program and represents that Participant is able to meet those requirements. Further, Parent/Legal Guardian understands that, if at any point, Duke determines based on an individualized assessment that Participant is unable to meet the requirements, with or without accommodations, Duke may remove the Participant from the Program.
- (b) Duke has a reasonable accommodations process through which Parent/Legal Guardian can request disability accommodations on behalf of Participant. We encourage Parent/Legal Guardian to discuss with the Program Director, as early as possible, any potential concerns or modifications that they may need to request for the Participant. Please contact Duke at (919) 668-1267 if you would like to discuss further.
- (c) Parent/Legal Guardian understands and agrees that Parent/Legal Guardian will bear all financial responsibility for any medical treatment Participant might require while participating in the Program. Parent/Legal Guardian agrees to maintain throughout the Program a comprehensive U.S.-based medical insurance policy that covers the Participant for injuries and illnesses that the Participant may sustain or experience while participating in the Program.

4. Health Information; Authorization for Treatment

This Program requires the completion of a Health History and Consent to Health Care Form, as well as an Immunization History Form which must be completed by a licensed health care provider. These forms are attached hereto and incorporated herein by reference. These completed forms will be held by appropriate Program personnel.

These forms must be completed within the timelines required by the Program. If such forms are not completed prior to the start of the Program, Duke, in its sole discretion, may determine that the Participant will not be allowed to attend the Program.

5. Use of Photographs, Recordings, and Participant Work

Parent/Legal Guardian gives permission and consent to allow photographs and video and audio recordings to be taken of Participant during the Program. Parent/Legal Guardian further gives permission and agrees that (i) photographs or video or audio recordings of Participant taken during the program, and (ii) writings and other Participant work produced during the Program, may be used in perpetuity in Duke products, publications, web sites, and/or social medial channels.

6. ASSUMPTION OF RISK; RELEASE AND WAIVER OF LIABILITY

- (a) The Program may involve risks to health and safety, including but not limited to those described in the Program Description. Parent/Legal Guardian agrees to accept and assume all present and future risks, known or unknown and whether described in the Program Description or not, to Participant's health and safety that may arise from or be caused by Participant's participation in the Program. Parent/Legal Guardian agrees that he/she has explained these risks to the Participant.
- (b) In return for and as a condition of Duke providing Participant with the opportunity to participate in the Program, and having read and understood this Agreement, including this Release and Waiver of Liability, Parent/Legal Guardian hereby agrees to the following:
 - A. **TO RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** Duke University, its affiliates, trustees, officers, employees or agents, and all other persons or entities involved in the Program (hereinafter referred to as "**Releasees**"), (i) for any liability, claim, and/or cause of action arising out of or related to any loss, damage, injury, or harm of any sort, including injury or death, that may be sustained by Participant and (ii) for loss of or damage to any property belonging to Participant and/or Parent/Legal Guardian; and that occurs as a result of participation in the Program (including during travel to and from the Program site); as a result of any emergency evacuation facilitated by Duke; or as the result of any medical care Participant receives while participating in the Program, including any medical care authorized by Duke or procured by Duke.
 - B. The release, waiver, discharge, and covenant not to sue as expressed in this waiver and release is given pursuant to the Uniform Contribution Among Tortfeasors Act, North Carolina General Statutes Section 1B et seq. It is the intention of Participant and Parent/Legal Guardian to both release any and all claims against Releasees and to relieve Releasees from any liability to make contribution to other tortfeasors on account of any claims.
 - C. If Participant deviates from any aspect of the Program and engages in a personal activity that is not part of the Program, such deviation is purely voluntary and Releasees shall not be liable for any injuries resulting or arising out of such deviation.

7. Governing Law

The laws of the State of North Carolina, without regard to principles of conflicts of laws, govern this Agreement. Any action based on or arising out of this Agreement shall be brought and maintained exclusively in any Durham-based court of the State of North Carolina or the federal court for the Middle District of North Carolina.

PARENT/LEGAL GUARDIAN:

Print name: _____

Signature: _____

Date: _____

I am the Parent/Legal Guardian of the above-named Participant. I certify that, before signing this Agreement, I have obtained written permission from any person who is otherwise legally entitled to custody of the Participant during the Program, to the effect that the Participant may fully participate in the Program.

PARTICIPANT:

Print name: _____

Signature: _____

Date: _____

My Parent/Legal Guardian has reviewed this Agreement with me and has explained that the Program may have risks and that my participation is voluntary. I understand and agree to all of the terms of this Agreement, including, but not limited to, the behavioral expectations.