



USE THIS AGREEMENT for Volunteer Services only.
DO NOT USE THIS AGREEMENT for any services which will be paid for by the District.

San Jose - Evergreen Community College District
VOLUNTEER WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Evergreen Valley College San Jose City College Work Force Institute District Office

This Agreement entered into this ___ day of ___, 2___ is made between the San Jose-Evergreen Community College District, hereinafter referred to as the "DISTRICT", and the following named individual, ___, hereinafter referred to as the "INDIVIDUAL".

1. INDIVIDUAL'S INFORMATION:

Name _____

Mailing Address _____ City _____ Zip _____

Phone _____ Email _____

2. VOLUNTEER SERVICES: _____

3. INDEMNIFICATION AND HOLD HARMLESS:

INDIVIDUAL shall indemnify, defend and hold the DISTRICT, its Board of Trustees, officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of INDIVIDUAL'S performance of the work contemplated by this Agreement.

4. CONFIDENTIALITY:

In performing his/her duties hereunder the INDIVIDUAL may from time to time gain incidental access to confidential information and records including student record information as defined by 20 USC section 1232g. The parties agree that such incidental access is not a provision of conveyance or disclosure to INDIVIDUAL of student record information in violation of section 1232g or of any similar state law.

5. SIGNATURES: The parties to the Agreement, under penalty of perjury, hereby certify that all of the above items are to the best of their knowledge true and correct statements.

INDIVIDUAL

By: _____ Date: _____

Signature

Name (please print)

SAN JOSE EVERGREEN COMMUNITY COLLEGE DISTRICT

By: _____ Date: _____

Signature

Name (please print)

Title