



**RELEASE OF LIABILITY, PROMISE NOT TO SUE, ASSUMPTION OF RISK AND
AGREEMENT TO PAY CLAIMS**

Activity: _____

Activity Date(s) and Time(s): _____
Activity Location(s): _____

In consideration for being allowed to participate in this Activity, on behalf of myself and my next of kin, heirs and representatives, I **release from all liability and promise not to sue** the State of California, the Trustees of The California State University, Sonoma State University and its auxiliary organizations, and their employees, officers, directors, volunteers and agents (collectively "University") from any and all claims, **including claims of the University's negligence**, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss I may suffer because of my participation in this Activity, including travel to, from and during the Activity.

I am voluntarily participating in this Activity. I am aware of the risks associated with traveling to/from and participating in this Activity, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or other's actions, inaction, or negligence; conditions related to travel; or the condition of the Activity location(s). **Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during the Activity.**

I agree to **hold** the University **harmless** from any and all claims, including attorney's fees or damage to my personal property, that may occur as a result of my participation in this Activity, including travel to, from and during the Activity. If the University incurs any of these types of expenses, I agree to reimburse the University. If I need medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I am 18 years or older. **I understand the legal consequences of signing this document, including (a) releasing the University from all liability, (b) promising not to sue the University, (c) and assuming all risks of participating in this Activity, including travel to, from and during the Activity.**

I understand that this document is written to be as broad and inclusive as legally permitted by the State of California. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms.

I have read this document, and I am signing it freely. **No other representations concerning the legal effect of this document have been made to me.**

Participant Signature: _____

Participant Name (print): _____

Date: _____

If Participant is under 18 years of age:

I am the parent or legal guardian of the Participant. **I understand the legal consequences of signing this document, including (a) releasing the University from all liability on my and the Participant's behalf, (b) promising not to sue on my and the Participant's behalf, (c) and assuming all risks of the Participant's participation in this Activity, including travel to, from and during the Activity.** I allow Participant to participate in this Activity. I understand that I am responsible for the obligations and acts of Participant as described in this document. I agree to be bound by the terms of this document.

I have read this two-page document, and I am signing it freely. **No other representations concerning the legal effect of this document have been made to me.**

Signature of Minor Participant's Parent/Guardian

Name of Minor Participant's Parent/Guardian (print)

Date

Minor Participant's Name

Submit all volunteer paperwork to HR

The hiring department completes Section I and the volunteer completes Section II. The department is responsible for sending the original to Employment Services (Administration and Finance, Second Floor, Salazar Hall). When the form is complete, and all signatures have been obtained, Employment Services will authorize campus conveniences if eligible and requested. **Incomplete forms will not be accepted and will be returned to the hiring department for completion.**

SECTION I: POSITION INFORMATION (to be completed by hiring department)

Department Name:	Effective Date:	Termination Date:
Department ID:	Supervisor:	Extension:
Appropriate Administrator (AA):	Extension:	
Assignment and Summary of Duties:		
Will volunteer work with minor children?	<input type="checkbox"/> No <input type="checkbox"/> Yes, LiveScan background check required	
Will volunteer drive a vehicle on University business?	<input type="checkbox"/> No <input type="checkbox"/> Yes (DL# Exp.)	
Will volunteer travel on University business?	<input type="checkbox"/> No <input type="checkbox"/> Yes	
Will volunteer receive academic credit for volunteering?	<input type="checkbox"/> No <input type="checkbox"/> Yes	

AA Signature: _____ Date: _____

SECTION II: VOLUNTEER INFORMATION (to be completed by volunteer)

Volunteer Name:	<input type="checkbox"/> SSU Staff <input type="checkbox"/> SSU Student <input type="checkbox"/> SSU Faculty <input type="checkbox"/> Other
Email Address:	SSN or SSU ID Number: Date of Birth:
Address:	City, State: Zip Code:
Phone Number:	
Emergency Contact Name:	Phone Number:
Are you under 18 years of age? <input type="checkbox"/> No <input type="checkbox"/> Yes, Parental Consent Form Required	
Have you previously worked at SSU or another CSU campus? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes above, is there any reason you could not be re-hired? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, explain: Please provide the information below regarding your former appointment.	
Campus:	
Department:	Appropriate Administrator:

This is to acknowledge that I desire to volunteer my services, performing duties similar to those listed above and that services rendered by me will be at the direction of the above named supervisor. I will not be compensated for these services. I understand that I serve at the pleasure of my supervisor. In addition, this confirms that I have received notification of my benefits, rights, and responsibilities under Worker's Compensation.

Volunteer Signature: _____ Date: _____

CAMPUS CONVENIENCES FOR VOLUNTEERS

If you are receiving academic or professional credit at SSU or any other institution, or if you are a University student, staff, or faculty member, you are **not** eligible for campus conveniences as a volunteer employee.

Library Privileges: ☐ No ☐ Yes, Employment Services will authorize
Parking Permit: ☐ No ☐ Yes, Employment Services will authorize

AUTHORIZATION - ES Initials:

Date:

Limited Reporters' Statement Acknowledging Requirement to Report Child Abuse and Neglect

California law **requires** certain people, known as "Mandated Reporters," to report known or suspected child abuse or neglect. You have been identified as a Mandated Reporter (General Reporter). As a General Reporter, you are required by the law to sign this statement acknowledging your legal reporting obligations.

A copy of the relevant provisions of the law explaining the definition of "Mandated Reporter" (Penal Code § 11165.7), the reporting obligations (Penal Code § 11166), penalty for failure to report abuse or impeding report (Penal Code § 11166.01), the contents of the reports, and the confidentiality of the Mandated Reporter's identity (Penal Code § 11167) is attached.

Online training is available to you at <https://ds.calstate.edu/?svc=skillsoft> (under keyword search "Mandated Reporter")

This training is mandatory for all management employees. While it is not required for other employees, we strongly encourage all employees to take this training.

WHEN REPORTING ABUSE IS REQUIRED

As a Limited Mandated Reporter, whenever in your professional capacity or within the scope of your employment you have knowledge of or observe a person under the age of 18 years whom you know or reasonably suspect has been the victim of child abuse or neglect, **on CSU premises or at an official activity of, or program conducted by, the CSU**, you must report the suspected incident. (Penal Code §§ 11166(a) and 11165.7 (a)(41)).

PROCEDURE FOR REPORTING

To make a report, you **must** do the following:

- ***Immediately, or as soon as practically possible***, contact by phone Sonoma County Child Protection Hotline (24/7) **(707) 565-4304** or **(800) 870-7064**
- ***Within 36 hours of receiving the information concerning the incident***: complete Form SS 8572 (available online at http://ag.ca.gov/childabuse/pdf/ss_8572.pdf) per the instructions (available online at http://ag.ca.gov/childabuse/pdf/8572_instruct.pdf); email it to FYCSCAR@schsd.org, or fax the printed form to **(707) 565-4324**.

Additional names and contact information for agencies that can accept reports are available online at the following websites:

- California State University Police Departments (by campus): <http://calstate.edu/strategicinitiatives/UPD/contacts.shtml>
- Child Protective Services (by county): http://www.hwcws.cahwnet.gov/countyinfo/county_contacts/hotline_numbers.asp
- For Sheriffs' Departments (by county): <http://www.calsheriffs.org/sheriffs-offices.html>

Note: Reporting to a supervisor, a coworker, or other person is not a substitute for making a mandated report to one of the agencies listed above.

ABUSE AND NEGLECT THAT MUST BE REPORTED

Physical abuse, meaning physical injury other than by accidental means inflicted on a child (Penal Code § 11165.6).

Sexual assault, including sex acts with a child, intentional masturbation in the presence of a child, child molestation, and lewd or lascivious acts with a child under 14 years of age or with a child under 16 years of age if the other person is at least ten years older than the child (Penal Code § 11165.1(a)(b)).

Sexual exploitation, including acts relating to child pornography, child prostitution, or performances involving obscene sexual conduct by a child (Penal Code § 11165.1(c)).

Statutory rape involving sexual intercourse between a child under 16 years of age and a person 21 years of age or older, which is also a form of "sexual assault" (Penal Code § 11165.1(a)).

Neglect, meaning the negligent treatment or maltreatment of a child by a parent, guardian or caretaker under circumstances indicating harm or threatened harm to the child's health or welfare (Penal Code § 11165.2).

Willful harming or injuring or endangering a child meaning a situation in which any person inflicts, or willfully causes or permits a child to suffer unjustifiable physical pain or mental suffering, or causes or permits a child to be placed in a situation in which the child or child's health is endangered (Penal Code § 11165.3).

Unlawful corporal punishment, meaning a situation in which any person willfully inflicts upon a child cruel and inhuman corporal punishment or a physical injury (Penal Code § 11165.4).

WHAT IS NOT CHILD ABUSE OR NEGLECT?

The law does **not** consider the following child abuse or neglect for reporting purposes:

- Injuries caused by two children fighting during a mutual altercation (Penal Code § 11165.6)
- An injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his or her employment (Penal Code § 11165.6)
- Reasonable and necessary force used by public school officials to quell a disturbance threatening physical injury to person or damage to property, for self-defense, or to obtain possession of weapons or other dangerous objects under a child's control (Penal Code § 11165.4)
- Corporal punishment, unless it is cruel or inhumane or willfully inflicts a physical injury (Penal Code § 11165.4)
- Not receiving medical treatment for religious reasons (Penal Code § 11165.2(b))
- Acts performed for a valid medical purpose (Penal Code § 11165.1(b)(3))
- An informed and appropriate medical decision made by a parent, guardian or caretaker after consultation with a physician who has examined the child (Penal Code § 11165.2(b))

IMMUNITY AND CONFIDENTIALITY OF REPORTER

Mandated Reporters cannot be held civilly or criminally liable for their reports. Instead, they enjoy immunity from prosecution for their reporting of suspected child abuse (Penal Code § 11172(a)). Both the identity of the person who reports and the report itself are confidential and disclosed only among appropriate agencies (Penal Code § 11167(d)).

PENALTY FOR FAILURE TO REPORT ABUSE OR IMPEDING REPORT

A Mandated Reporter who fails to make a required report of abuse, or any administrator or supervisor who impedes or inhibits a report, is guilty of a misdemeanor punishable by up to six months in jail, a fine of \$1,000, or both (Penal Code Section 11166(c) and Section 11166.01(a)). Where the abuse results in death or great bodily injury, the Mandated Reporter who fails to make a required report or administrator or supervisor who impeded or inhibited the report is subject to punishment of up to one year in jail, a fine of \$5,000, or both (Penal Code Section 11166.01(b)).

ACKNOWLEDGMENT

I acknowledge being provided with copies of Penal Code Sections 11165.7, 11166, 11166.01, and 11167. I acknowledge and understand my responsibility and legal obligation to report known or suspected child abuse or neglect in compliance with Penal Code Section 11166.

Employee's Name: _____ Employee ID: _____

Department Name: _____

Signature: _____

I understand that CSU volunteer assignments may require background checks. I also understand that any misrepresentation, falsification, or omission of facts herein may be considered cause for dismissal from any volunteer assignment.

I, _____ (Print Name) hereby authorize and request any law enforcement agency, or other persons having personal knowledge about me, to furnish the California State University (CSU) and Sonoma State University (SSU) or its authorized agent, with information regarding criminal convictions or other information in their possession regarding me in connection with my volunteer role in a sensitive assignment. I agree that a photocopy of this information can be furnished to the CSU, and that it will have the same authority and authenticity as the original.

Campus Name: _____ Sonoma State University _____

Print Full Name: _____

Other Names Used: _____

Signature: _____ Date: _____

STATE PRIVACY NOTICE

The State of California Information Practices Act of 1977 (effective July 1, 1978) requires the CSU to provide the following information to individuals who are asked to supply information about themselves:

- The principle purpose for requesting and collecting the personal information on this form is to conduct background checks. CSU policy and federal statute authorize the maintenance of this information.
- Furnishing all information requested on this form is mandatory.
- The personal information will be kept confidential and used only in accordance with applicable laws.
- The personal information will be given to government enforcement agencies if these agencies request such information, or as otherwise required by law.
- Information Practices Act Notice (Civil Code § 1798.17)
- This information is being requested by Sonoma State University. Sonoma State University is authorized to maintain this information pursuant to Education Code §§ 89500, 89535. Submission of the information requested on this form is mandatory. Failure to provide the requested information will mean that you will be ineligible for the position you are seeking. The principal purpose for which this information is to be used is to assist the University in evaluating your eligibility, qualifications, and suitability for the position you are seeking. You have a right of access to records containing personal information maintained by Sonoma State University, which may be accessed by contacting the Human Resources Department on campus at:

Sonoma State University
1801 E. Cotati Avenue
Rohnert Park, CA 94928
(707) 664-3100 | hr@sonoma.edu