

AGREEMENT

Volunteer Club Sports Coach Agreement, made this _____ day of _____, between Hofstra University, an independent non-profit educational institution chartered by the New York State Department of Education having its principal place of business at 1000 Fulton Avenue, Hempstead, New York, 11549, hereinafter referred to as (“HOFSTRA”) and _____ an individual residing at _____ hereinafter referred to as (“VOLUNTEER”) reflects the full scope of the parties understanding.

A. Scope of Services

VOLUNTEER will provide the following services on a volunteer basis in connection with the University’s _____ Sports Club.

1. Provide general coaching services and individual and group lessons to Sports Club members.
2. Attend all Sports Club competitions at various locations both on and outside of Long Island, New York, throughout the season’s entirety. For events hosted by HOFSTRA, VOLUNTEER shall be responsible for the coordination of the facility and other such related matters.
3. Specific responsibilities include, but are not limited to:
 - a. Maintaining current CPR/AED certification
 - b. Ensuring Club Sports team’s safety at all times during practices and competitions
 - c. Following all University rules, regulations and protocol on all issues pertaining to the management and operations of the Sports Club.
4. VOLUNTEER shall not assign its volunteer duties under this agreement to any other individual or entity.
5. VOLUNTEER represents that he/she has all of the necessary qualifications and training to volunteer as contemplated under this Agreement.

B. VOLUNTEER Nature of Position

1. VOLUNTEER acknowledges, understands and agrees to all of the following:
 - a. that s/he is freely donating his/her services pursuant to this Agreement on a volunteer basis;

- b. that s/he will not be compensated for and that s/he has no expectation of compensation for any of the services rendered under this Agreement;
 - c. that HOFSTRA has the right to release VOLUNTEER from this volunteer appointment without prior notice;
 - d. that s/he is donating the services for humanitarian, civic or charitable purposes; and
 - e. that s/he is not considered an employee of HOFSTRA by virtue of any provision of this Agreement or by virtue of any services performed under this Agreement and, therefore, is not entitled to any compensation or remuneration or employment benefits nor may s/he bind or obligate HOFSTRA in any way with regard to any services provided under this Agreement.
2. VOLUNTEER shall comply with all University policies, including HOFSTRA's Harassment and Nondiscrimination policies, which are available on Hofstra's website.
 3. VOLUNTEER understands that, to the extent permitted by law, any injury, incident, or illness incurred in the course of his/her volunteering at HOFSTRA, will be covered by applicable state workers' compensation insurance and VOLUNTEER intends to allow HOFSTRA to invoke such coverage on his/her behalf. If VOLUNTEER has an accident or injury in the course of his/her volunteering at HOFSTRA, VOLUNTEER shall report any such injury or accident to the HOFSTRA Department of Public Safety, an administrative employee of the HOFSTRA athletics or student affairs department or to the HOFSTRA Human Resources department.
 4. If VOLUNTEER is otherwise employed by HOFSTRA in a separate capacity, VOLUNTEER further acknowledges and agrees that (i) VOLUNTEER freely offers his/her volunteer services under this Agreement; (ii) that such volunteer participation is not a condition of his/her separate employment with HOFSTRA; and (iii) that any volunteer services provided under this Agreement are entirely different, separate and distinct from the work VOLUNTEER performs in his/her capacity as employee of HOFSTRA.

C. Volunteer Term

The volunteer term will commence upon the signing of this agreement and terminate at season's end , unless renewed by the parties in writing.

D. Hold Harmless

VOLUNTEER shall, and at its own cost and expense, defend, indemnify and hold HOFSTRA, its trustees, directors, officers, employees, servants, representatives and agents harmless from and against any and all claims, expense (including attorneys' fees, witness fees and all court costs), damage, and liability (including statutory liability), resulting from injury and/or death of any person or damage to or loss of any property caused by any negligent or wrongful act, error

or omission or breach of contract by VOLUNTEER, its agents or invitees or guests. The foregoing indemnity shall include injury or death of any agent, invitee or guest of VOLUNTEER and shall not be limited in any way by an amount or type of damages, compensation or benefits payable under any applicable Workers Compensation, Disability Benefits or other similar employee benefits acts. VOLUNTEER agrees to waive its right of subrogation against HOFSTRA, its trustees, directors, officers, employees, servants, representatives and agents applicable to any claims brought against HOFSTRA by VOLUNTEER'S agents, invitees or guests.

E. Governing Laws

This Agreement is governed and construed under the laws of the State of New York and the venue for any action, claim or dispute arising hereunder shall be in Nassau County, New York.

F. Entire Agreement

The parties agree that this is the entire understanding of the parties concerning the services provided by VOLUNTEER to HOFSTRA. This Agreement merges all prior representations, agreements, proposals and collateral understandings between the parties.

G. Conflict of Interest

VOLUNTEER represents that no trustee, officer or employee of HOFSTRA, or any other person affiliated with HOFSTRA and having involvement with this Agreement, (1) is affiliated in any way with VOLUNTEER; or (2) received, was promised, or will receive anything of value in connection with this Agreement or the performance thereof.

In Witness whereof, the parties have caused this Agreement to be executed by an officer being thereunto duly authorized, all as of the day and year first above written and intending to be legally bound hereto.

HOFSTRA UNIVERSITY

VOLUNTEER

By: Catherine Hennessy
Vice President for Financial Affairs
and Treasurer

By: _____
Title

Signature _____

Signature _____

Date _____

Date _____