



New Mexico State University Master Gardener Volunteer Agreement

New Mexico State University (NMSU/the University), the Extension Plant Sciences Department specialists, and your county extension agent, all wish to welcome you as a NMSU Master Gardener Program *volunteer*. Your initials and signature on this Volunteer Agreement provide recognition that you understand and accept the roles and responsibilities of NMSU, the Master Gardener Program and you as a *volunteering* participant in the program.

Please read carefully and initial each statement. If you have questions/concerns, please speak with your program's county agent. By initialing you acknowledge that you have read the issue of concern, you understand it and who it identifies as responsible, and you are in agreement with it. When you have read and initialed each statement, please sign and date on the designated line below. You will receive a copy of your signed Volunteer Agreement and the original will be kept on file in the program office.

Thank you for taking the time to complete this Agreement and welcome aboard!

- _____ 1. I want to serve as a *volunteer* in the NMSU Master Gardener Program. This does not make me a University employee. The University and I both have the right to end my *volunteer* assignment at any time, for any reason(s), and without notice.

- _____ 2. Participation in the activities of the Master Gardener Program are not in exchange for any consideration (eg., pay, benefits, the promise of future employment, ...). In exchange for my service as a *volunteer*, I have neither been promised nor do I expect to receive any compensation other than the opportunity to serve my community, learn more about the world of plants, and share gardening information alongside my fellow gardeners.

- _____ 3. NMSU is not responsible for property damage, injuries (or death) I may incur while volunteering with the Master Gardener Program, whether owed to my own personal negligence or any unforeseen or accidental circumstances. I understand that participation in this program includes the normal risks associated with any gardening project's activities and I am willing and able to assume these risks.

- _____ 4. As a NMSU Master Gardener Program *volunteer*, I understand that I am not an employee. I am not entitled to employee benefits including accident or medical insurance, retirement, worker's compensation, etc. NMSU is not responsible for any accident or associated medical expenses I may incur while volunteering with its Master Gardener Program.

Further, I certify that I have health and/or accident insurance that will cover any personal injury that may occur while volunteering with this program, regardless of cause, and I can provide proof of such insurance upon request.

- _____ 5. I will comply with all NMSU and NMSU Master Gardener policies, procedures, rules, regulations and scheduling requirements applicable to my participation in this program, and I will require and follow the directions and guidance of those responsible for managing this program. My failure to do so is grounds for dismissal from this *volunteer* position.

- _____ 6. New Mexico State University agrees to provide me with third party general liability coverage for claims filed against me arising from performing my assigned duties as a Master Gardener Program *volunteer*, as per state law.

- _____ 7. In exchange for third party liability coverage and the opportunity to participate as a Master Gardener *volunteer*, and on behalf of any interested/related parties, I release, indemnify, and hold harmless NMSU, its officers, trustees, agents and employees from any and all liability, damages or claims of any nature that may arise out of or be related to my *volunteer* efforts whether owed to my own personal negligence or accidental occurrences including injury/death.
- _____ 8. I wish to be a *volunteer* participant in the NMSU Master Gardener Program. I agree to accept and comply with the requirements of this program, including this Agreement, of my own free will. I have read, do understand, and have initialed each clarifying statement and provided my signature as evidence of my understanding and acceptance of this Agreement. I am of 18 years of age or older and am competent to sign on my own behalf.
- _____ 9. This initialed and signed Agreement sets forth the entire understanding between me as a Master Gardener Program *volunteer* and NMSU. And it supersedes any written or oral understanding, promise or agreement that is not referred to or incorporated in this Agreement.
- _____ 10. I understand that I have the right to be free from discrimination on the basis of age, ancestry, color, mental or physical disability, gender, serious medical condition, national origin, race, religion, sexual orientation, gender identify, spousal affiliation, or veteran status, according to state and federal laws and I agree that if I experience or witness such misconduct in this program, I will report it to the Office of Institutional Equity.
- _____ 11. I understand that as a *volunteer* I am subject to a background check and periodic background check. The result of any background check may be grounds for not accepting my services as a *volunteer* or for termination of my *volunteer* services.

Volunteer Name (Print)	Volunteer Signature	Date
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NMSU County Agent Name (print)	County Agent Signature	Date
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- Provide one copy of this Agreement to the NMSU Master Gardener Program *volunteer*.
- Place this original/signed Agreement in the appropriate MG Program file.
- Retain this original/signed Agreement for 3 years following NMSU and *volunteer* separation.

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