

## **VISITING SCIENTIST AGREEMENT AND RELEASE**

1. I \_\_\_\_\_ understand that as a visiting scientist, I am not an employee of KGI and will not receive any salary, benefits, or any other form of financial support from KGI, unless expressly agreed to in writing and signed by Human Resources and me.
2. I agree that my participation in the Activities outlined in the attached Description of Volunteer Duties (which is part of this Agreement) is not in exchange for consideration (e.g., remuneration, pay, benefits, the promise of future employment). I further acknowledge that I have neither been promised any consideration, nor do I expect to receive any consideration for my service as a Visiting Scientist.
3. I agree to abide by all KGI policies and procedures, including those dealing with safety and security, prohibited harassment and sexual assault, drug and alcohol abuse, a smoke-free campus, non-discrimination, and equal opportunity in connection with my service as a Visiting Scientist. Copies of these policies are available here <https://www.kgi.edu/policies/>
4. I understand that as a KGI Visiting Scientist, I may have access to or observe certain information that is proprietary to KGI. I hereby agree not to disclose, discuss or reveal any such information to parties outside of KGI and to keep any KGI records or files confidential.
5. I understand that as a KGI Visiting Scientist that I will not be provided with accident or medical insurance, and the KGI is not responsible for my medical expenses. Further, I understand that I am not entitled to employee benefits as a result of my services to the KGI. I understand that I must follow the appropriate reporting requirements in reporting any medical issues.
6. In consideration of being permitted to serve as a KGI Visiting Scientist, I assume the risk that may result from my participation in this activity, including all risks of injury to me and damage to my property. I voluntarily undertake this activity and, on behalf of myself, my heirs, and my representatives, do hereby release, indemnify, and hold harmless KGI or any of its officers, agents, or employees from any and all liability, damage, or claim of any nature that arises out of or relates to my participation in this activity.

In exchange for third-party liability insurance and the opportunity to be a KGI Visiting Scientist, on behalf of myself, my heirs, and my representatives, I hereby release, indemnify, and hold harmless KGI and all of its officers, trustees, agents, and employees from any and all liability, damages, or claims of any nature that arise out of or related to my volunteer activities. I also acknowledge there is a risk of injury from volunteering and using the KGI facilities and equipment, including the potential for serious injury and death, and I hereby voluntarily assume the risk of any injuries (regardless of severity) and death, which I may incur due to negligence or accidental occurrences while I am a Visiting Scientist.



I agree to release, indemnify and hold KGI harmless, including its present and former Trustees, administrators, faculty, employees, agents, and students, from and against any and all losses, expenses, claims, actions, liabilities and judgments (including attorney fees), which I, my dependents, assigns, personal representatives, heirs or next of kin may sustain or suffer as a result of or arising out of my participation in the volunteer service, whether caused by the negligence, action or inaction of the KGI and persons acting on its behalf or otherwise. I also agree that I will be fully responsible for any and all loss or damage that I inflict upon any person or upon KGI's facilities during my participation in the volunteer service.

7. I understand that I am not an employee of KGI and that I am neither authorized to act nor empowered to act as an agent for KGI for any purpose and shall not, on behalf of KGI, enter into any contract, warranty, or representation.
8. I understand and agree that KGI and I have the right to terminate this Agreement at any time, for any reason, and without advance notice.
9. I agree that this Agreement (along with the Description of Volunteer Services) sets forth the entire Agreement between me and KGI regarding my service as a KGI Visiting Scientist and supersedes any written or oral understanding, promise or Agreement that is not referred to and incorporated in this Agreement.
10. I am aware of the terms and conditions of this Agreement and am signing this Agreement of my own free will. Further, by signing this Agreement, I attest to the fact that I am eighteen years of age or older.

Signature\_\_\_\_\_ Date\_\_\_\_\_

Updated and Approved March 2023