

IDAHO DEPARTMENT OF CORRECTION
Volunteer/Intern Waiver

Please read carefully and initial all of the following to indicate acceptance of the terms of this waiver. *Item No. 12 applies to IDOC employees only*; however, IDOC employees should also complete items 1-11.

I, _____, in consideration for being allowed to serve as a volunteer/intern by the Idaho Department of Correction (IDOC), understand and agree as follows:

1. ___ I desire to perform services for the IDOC on a completely voluntary basis.
2. ___ I do not expect nor will I seek or demand any compensation, monetary or otherwise, or any kind whatsoever for any services I might perform as a volunteer/intern for the IDOC.
3. ___ No one has promised me, either directly or indirectly, any compensation, monetary or otherwise, of any kind whatsoever for performing volunteer/intern services for the IDOC.
4. ___ I have not been coerced or pressured in any way, either directly or indirectly, to perform any volunteer/intern services for the IDOC. My desire to perform volunteer/intern services and my offer to do so are voluntary and of my own free will.
5. ___ In performing volunteer/intern services, I will not be an employee of the IDOC or State of Idaho in any capacity whatsoever.
6. ___ My service as a volunteer/intern will not give rise to or create any claim against IDOC or the state of Idaho for wages, compensation, benefits, insurance, workers compensation, unemployment insurance, defense or indemnification, nor any other form of consideration, compensation or benefit of any kind.
7. ___ In the event of any legal action against me as a result of my volunteer/intern service, I shall not be entitled to defense, indemnification, or to be held harmless by the IDOC or the state of Idaho. And I shall be responsible for my own legal defense and associated costs and fees, as well as for any judgment that may be entered against me.
8. ___ I will be required to work under the observation and supervision of IDOC and to comply with all applicable IDOC policies, procedures, rules and regulations.
9. ___ I may be required by IDOC staff to cease volunteer/intern activities at any time and I agree to immediately comply with any such request.
10. ___ I may choose to end my volunteer/intern service for the IDOC at any time, without explanation, and there shall be no adverse consequence for such a decision.
11. ___ Prior to executing this agreement, I have had the opportunity to review it and consult with counsel of my own choosing.

(Complete item 12 only if you are an IDOC employee)

12. ___ I am an employee of the IDOC. I fully understand and fully agree to all of the foregoing provisions of this Waiver, in addition to which I further understand and agree as follows:
 - A. ___ My service as a volunteer/intern for the IDOC is separate from my work as an IDOC employee. In my volunteer/intern capacity, I am not an employee of the IDOC or the state of Idaho.
 - B. ___ I will not perform any volunteer/intern services which are identical to, or of the same type or similar to those I perform as an employee of the IDOC.
 - C. ___ I understand this is for my benefit to learn a new or additional skill for a job or a job class different than the one I currently hold with IDOC.
 - D. ___ As a volunteer/intern, I will exercise no supervision or control over any IDOC employee and I may be supervised by IDOC employees outside my chain of command or of lower rank than I.
 - E. ___ All volunteer/intern services I perform must be performed outside my scheduled working hours for the IDOC.
 - F. ___ My volunteer/intern service will not give rise to any claim for wages or benefits of any kind, including overtime pay, compensatory time, wages, compensation, benefits, insurance, workers compensation, unemployment insurance, defense or indemnification, nor any other form of consideration, compensation or benefit of any kind.
 - G. ___ My service as a volunteer/intern will not count toward my years of service with the IDOC or the state of Idaho for purposes of retirement, vacation time, sick leave or any other benefit.
 - H. ___ My service as a volunteer/intern for the IDOC is outside the scope and course of my employment with IDOC for purposes of the Idaho Tort Claims Act. As to any claims against me that may arise out of my volunteer/intern service, I will not be entitled to a legal defense, to indemnification

or to be held harmless against a judgment by the state of Idaho or the IDOC as set forth in that Act. I will be responsible for my own legal defense and associated costs and fees, and for any judgment entered against me.

I. ___ I understand that my participation in a "ride along" is that of an observer and that I am not expected to perform (and will not perform) any productive work for IDOC while engaged in this activity.

I fully agree to all of the foregoing and enter into this agreement freely and voluntarily.

DATED this ___ day of _____, _____.

Volunteer/Intern's Printed Name

Signature