



### **DUTIES AND EXPECTATIONS OF THE COACH/INSTRUCTOR:**

1. The coach/instructor may act only in those areas in which he/she has been empowered by the club. A sports club is first and foremost a student organization to be administered by elected student leaders, who serve as the primary liaisons between the club and the Club Sports Office and Rice University.
2. The coach/instructor should coordinate practices/classes in conjunction with club presidents and/or captains and provide instruction and training that will help club members to develop and improve their skills.
3. The coach/instructor should attend games and competitions whenever possible.
4. The coach/instructor should promote fair play and good sportsmanship at all practices and competitions.
5. The coach/instructor must abide by all applicable rules and regulations of Rice University and of any conference, league, or association to which the club may belong.
6. The coach/instructor must conduct himself/herself in a professional manner that will reflect positively upon the club and Rice University.

### **CONDITIONS OF SERVICE:**

1. The coach/instructor is acting in a voluntary capacity and will not receive compensation for his/her services from the club unless it is stipulated otherwise in the individual club's constitution. Under no conditions is the coach/instructor to be paid through monies provided to the individual club by the Rice University Club Sports Fund. The coach/instructor may be paid only through revenues generated through membership dues and other fundraising activities. Any coach/instructor paid for his/her services in this manner must report all income generated to the appropriate governmental agency for tax purposes.
2. Nothing in this agreement, nor any performance hereunder, is intended or shall be construed to create a partnership, joint venture or relationship of agency or employment between Rice University and the coach/instructor. As a volunteer the coach/instructor is not eligible for workers' compensation through Rice University. If the coach/instructor is an employee of Rice University he/she is eligible for workers' compensation for injuries incurred in relation to his/her official position only. The coach/instructor is NOT eligible for Rice University workers' compensation for injuries incurred during club sports activities.
3. The coach/instructor may not make purchases, solicit money, or bind, or hold itself out as having any authority to bind, Rice University under any agreement or other commitment.
4. The coach/instructor will not engage in inappropriate relationships with members of his/her team.
5. The coach/instructor shall abide by the Rice University Alcohol Policy and all federal, state and local laws regarding alcohol.
6. The coach/instructor understands and agrees to refrain from any form of physical, mental, or emotional hazing of players, consistent with the guidelines and standards set by Rice University.
7. The coach/instructor is ineligible to participate in club competition unless he/she qualifies as a club member.
8. A coach/instructor may be terminated at any time, with or without any advance notice, and for any reason by individual club officers, the Assistant Director of Intramural and Club Sports, the Associate Director of Programs – Recreation Center, or a Rice University representative.
9. Reasons for termination include, but are not limited to:
  - Failure to meet any of the above listed duties and expectations or conditions of service
  - Failure to act in accordance with Rice University Policies and Procedures
  - Inappropriate behavior of any kind

**WAIVER OF LIABILITY:**

1. I am fully informed or otherwise aware of, and fully assume, all risks to person or property in connection with my volunteering as a coach/instructor (including, but not limited to, damage and loss of property, bodily injuries, medical treatment and death). I have my own medical and/or health insurance that will cover any personal injury that I may sustain while volunteering and have attached evidence of such insurance coverage and emergency contact information. I understand that Rice University will not provide any insurance for me in connection with my volunteering as a coach/instructor and is therefore not responsible for any accident or medical expense that I incur in the course of volunteering.
2. I fully and forever RELEASE, WAIVE AND DISCHARGE and COVENANT NOT TO SUE, Rice University (including, but not limited to, its trustees, employees and representatives), from any and all demands, claims, actions, suits, damages, losses, liabilities, costs and expenses arising, directly or indirectly, in connection with my volunteering as a coach/instructor from any cause whatsoever (including, but not limited to, damage or loss of property, bodily injuries, medical treatment and death), whether or not foreseeable or contributed to by the negligent acts or omissions of Rice University or others.
3. I shall INDEMNIFY AND HOLD HARMLESS Rice University (including, but not limited to, its trustees, employees and representatives) for and from any and all demands, claims, actions, suits, damages, losses, liabilities, cost and expenses arising, directly or indirectly, as a result of my intentional or negligent acts or omissions from any cause whatsoever (including, but not limited to, damage and loss of property, bodily injury, medical treatment and death), whether or not foreseeable or contributed to by the negligent act or omissions of Rice University or others.
4. This Agreement constitutes the entire agreement, and supersedes any prior or contemporaneous agreements, understandings or negotiations, with respect to my volunteering as a coach/instructor. This Agreement (i) may not be amended or modified, and (ii) may not be assigned or transferred, in whole or in part, except by a written document executed by me and Rice University. This Agreement shall be governed by the laws of the State of Texas, without regard to the conflicts or choice of law principles thereof, and shall be as broad and inclusive as permitted by such laws. In the event that any provision of this Agreement is held unenforceable by a court of competent jurisdiction, such unenforceability shall not affect any other provision, and this Agreement shall be construed as if such provision, to the extent of such unenforceability, had not been incorporated herein.
5. I (i) have read and fully understand this Agreement and agree to adhere to its terms, (ii) intend that this Agreement be legally binding upon and enforceable against me and my family members, estate, heirs and legal representatives, (iii) intend that this Agreement inure to the benefit of Rice University, and (iv) confirm that I am at least eighteen years of age, fully competent, and entering into this Agreement voluntarily of my own judgment.

IN WITNESS WHEREOF, I have duly executed and delivered this Agreement as of \_\_\_\_\_, 201\_\_.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_