



UNIVERSITY OF TEXAS AT EL PASO

ATHLETICS COMPLIANCE OFFICE
VOLUNTEER COACH AGREEMENT



Name: _____ Sport: _____ Academic Year/Term: _____

E-mail: _____ Phone: _____

NCAA and UTEP rules restrict the activities of a volunteer coach and the types of benefits or remuneration a volunteer coach may receive from an institution and its athletics program. Volunteer coaches must abide by the University Employee Code of Conduct and will be held to those standards. Please review the rules governing your activities, the benefits to which you are entitled and the requirements for approval for you to serve as a volunteer coach for UTEP Athletics.

Pursuant to NCAA Bylaw 11.01.6, in sports other than football and basketball, a volunteer coach is any coach who does not receive compensation or remuneration from the institution's athletics department or any organization funded in whole or in part by the athletics department or that is involved primarily in the promotion of the institution's athletics program (e.g., booster club, athletics foundation association). The following provisions shall apply:

- (a) The individual is prohibited from contacting and evaluating prospective student-athletes off campus or from scouting opponents off campus and may not perform recruiting coordination functions (See Bylaw 11.7.2).
- (b) The individual may receive a maximum of two complimentary tickets to home athletics contests in the coach's sport.
- (c) The individual may receive complimentary admission to a home athletics event in conjunction with a prospective student-athlete's official or unofficial visit
- (d) The individual may receive complimentary meals incidental to organized team activities (e.g., pre- or postgame meals, occasional meals, but not training table meals) or meals provided during a prospective student-athlete's official or unofficial visit, provided the individual dines with the prospective student-athlete.
- (e) The individual may receive reasonable entertainment (but may not receive cash for such entertainment) in conjunction with entertainment provided to student-athletes per Bylaw 16.7.

Volunteer Coaches may also:

- Be provided items from the institution (e.g., shoes, shirts, jackets and shorts) that are incidental to coaching duties. [9/16/88, Staff]
- Receive expenses to travel with the team and engage in coaching activities at away-from-home contests. [2/23/94, Ed. Column]
- Be involved in any capacity (e.g., as a participant, administrator or instructional or coaching activities) in the same sport with a local sports club or organization located in the institution's home community, provided all participating prospective student-athletes are legal residents of an area within a 50-mile radius of the institution and there is no institutional sponsorship of the club. [3/23/07, Ed. Column]
- Receive compensation for employment at the institution's sports camp or clinic. [8/22/01, Official]
- Be permitted to a rental vehicle paid for with a UTEP credit card, if they possess a valid driver's license. [UTEP Policy]

Volunteer Coaches may NOT:

- Conduct any physical activity at which one or more prospective student-athletes reveal, demonstrate or display their athletics ability except as provided for in Bylaws 13.11.2 and 13.11.3. Therefore, a volunteer coach is prohibited from teaching private lessons to any prospective student-athlete in the coach's sport, except women's golf and equestrian. [3/23/07, Ed. Column]

- Coach the same sport at the high school level. [6/12/96, Staff]
- Be permitted to authorize expenditures. Only the Head Coaches or Administrators may authorize expenditures. [UTEP Policy]
- Represent or obligate the University in matters relating to agreements or contracts. [UTEP Policy]
- Solicit donations without approval of either the Head Coach or Sport Administrator. [UTEP Policy]

REPORTING OF VIOLATIONS: In the event that I become aware of any potential or known violation of NCAA, UTEP, Conference USA, or University of Texas System bylaws or policies, I understand that I shall report this information promptly to the Director of Athletics or Assistant Athletic Director for Compliance.

REQUIREMENTS: In order to approve this individual as a volunteer coach for UTEP Athletics the following requirements must be met:

- A UTEP Criminal Background check must be completed.
- A job description that fully describes the duties of the volunteer coach must be attached to this agreement and will be kept in the Compliance Office.

EMERGENCY CONTACT INFORMATION: In the event of an emergency, please provide the name and contact information of whom you wish to designate as your emergency contact.

Name: _____ Relationship to You: _____
Address: _____ Phone Number: _____

ACCEPTANCE: My signature below indicates that I have read and agree to abide by the aforementioned NCAA and UTEP rules governing my position as a volunteer coach for UTEP Athletics and have completed the listed requirements.

Volunteer Coach: _____ Date: _____

APPROVAL: My signature below represents my approval of the above-named individual to act as a volunteer coach for the academic year/term and sport named above. The signing of this document also shall serve as verification that a criminal background check is on file for the aforementioned individual.

Head Coach: _____ Date: _____

Compliance Office: _____ Date: _____

Sport Administrator: _____ Date: _____

Business Manager: _____ Date: _____

RELEASE AND INDEMNIFICATION AGREEMENT
(Volunteers)

Volunteer:
(Name and Address)

Institution:
The University of Texas at El Paso

Department: _____

Description of Volunteer's Activity:

Location: _____ Date(s): _____

I, the above-named volunteer, am 18 years of age or older and am voluntarily performing service for the Institution of my own free will and without any promise of remuneration, compensation, or benefits, including insurance. I acknowledge that within the course and scope of my activities as a volunteer, I may be exposed to hazards or risks that may result in my illness, personal injury, or death and I understand and appreciate the nature of such hazards and risks.

In consideration of being permitted to participate in the Activity, I hereby accept all risk to my health and of my injury or death that may occur while I am acting within the course and scope of my activities as a volunteer.

I hereby release the above named Institution, its governing board (The University of Texas System Board of Regents), officers, employees and representatives, in their individual and official capacities, from any liability to me, my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to my person, including my death, that may result from or occur during my activities as a volunteer, WHETHER CAUSED BY NEGLIGENCE OF THE INSTITUTION, ITS GOVERNING BOARD, OFFICERS, EMPLOYEES, OR REPRESENTATIVES, OR OTHERWISE.

I further agree to indemnify and hold harmless the above-named Institution and its governing board (The University of Texas Board of Regents), officers, employees, and representatives, in their individual and official capacities, from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while acting as a volunteer.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR MY INJURY OR DEATH OR DAMAGE TO MY PROPERTY THAT OCCURS WHILE SERVING IN MY CAPACITY AS A VOLUNTEER AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY MY NEGLIGENCE OR INTENTIONAL ACT OR OMISSION.

Signature of Volunteer

Date

Witness

Date