

AGREEMENT FOR INDIVIDUAL VOLUNTEER SERVICES

Washington State Department of Labor and Industries defines Volunteer “as a person who donates labor to another by his or her own free choice. Generally, the volunteer doesn’t receive anything of value in exchange for the service — not money, trade of products or services, or anything else of monetary value.”

This Agreement is made by and between the **City of Toledo**, a political subdivision of the State of Washington hereinafter referred to as the “**Municipality**” and _____ hereinafter referred to as the “**Volunteer**.”

PURPOSE: The purpose of this Agreement is to outline the responsibilities of the **Municipality** in providing volunteer opportunities, and the **Volunteer** to assure mutual understanding of the working relationship and volunteer duties to be undertaken.

This Agreement shall apply to any **Volunteer**, as defined above, providing services for the **Municipality**, including but not limited to: academic internships, those assisting Agency staff in delivering and administering programs related to recreation, seniors, police resource centers, and special events.

Volunteers may be performing tasks involving improvement of agency facilities and grounds, beautification, physical labor, use of tools and motorized equipment, and outdoor weather exposure.

AGREEMENT FOR NON-COMPENSATED SERVICES: The Volunteer agrees to abide by all relevant **Municipality** policies and procedures as well as State safety and health standards. The Volunteer will perform the services in a safe and responsible manner in accordance with the descriptions of service and direction of the supervisor. The Volunteer is responsible for disclosing to the agency any physical impairment, including allergies which may impact the Volunteer’s assignments.

It is further understood that this Agreement shall not in any way constitute nor create an employer/employee relationship between the **Municipality** and the **Volunteer**. The **Municipality** shall not be responsible nor liable for, nor shall the applicant be eligible to receive, any compensation or benefits as a result of this Agreement **EXCEPT** for State Labor and Industries Industrial Insurance medical aid coverage, if provided by this agency.

In consideration of the **Municipality** giving me permission to perform these volunteer services, I understand that: *(Please initial the following)*

_____ I am not to appear for volunteer service under the influence of any substance that may affect my ability to perform my duties and pose no threat of injury to myself, others, or public property. I agree to inform my supervisor before beginning assigned tasks of any over-the-counter or prescription medications I am taking which may impair my ability to perform volunteer duties.

_____ I am not to have other persons for whom I am responsible, during my volunteer activities, that are under 14 years of age unless approved by the agency as volunteers or who are themselves program participants. I understand I will be held solely liable, and assume all risk of liability, for the actions of anyone I bring in violation of this agreement and will hold the **Municipality** harmless from any and all such related claims against the **Municipality**;

_____ I agree to abide by all **Municipality** policies regarding personal conduct, including anti-harassment and safety policies, while performing volunteer services. I further understand that dependent on the type of work I am performing policies regarding driving, computer operation, dress code, or confidentiality may apply to my work.

_____ I will not operate any equipment without prior authorization and training in proper use and I will not operate any motorized equipment on behalf of the City if I am under the age of 18.

_____ I will consistently use municipality provided personal protective equipment.

_____ I agree not to go beyond the scope of volunteer work agreed to without authorization.

_____ I will not undertake any task unless I am fully competent to execute it and/or have received prior authorization and related training from my supervisor. I will review the corresponding policies, and it is my responsibility to understand them completely or ask questions until I feel confident to perform them.

_____ I give permission for photos/videos taken of myself during volunteer activities to be used for publicity purposes, without recompense.

_____ I acknowledge that Labor and Industries ("Workers' Compensation") is my exclusive remedy in the event any injury occurs.

_____ I understand that I am to report any on-the-job injury or illness, damage to equipment, property or other people resulting from my work no matter how minor, to **Rachel Campbell**.

BACKGROUND CHECKS: I consent to the **Municipality** performing a background check into my history in accordance with RCW 43.43.830–839 and waive any right of privacy I may have in such information for the limited purpose of the **Municipality** considering it for determining my suitability as a **volunteer**. (To be used for volunteers who may be mandated reporters, will be working with confidential information, are operating equipment, or have access to City property and money.)

TERMINATION: I understand that I or the **Municipality** may terminate this agreement at any time without cause, and that I am volunteering my services at will and may be asked to discontinue such without prior notice or reason.

WAIVER & HOLD HARMLESS: I am fully aware that the work associated with being a **Volunteer** involves certain risks of physical injury or death. Being fully informed as to these risks and in consideration of my being allowed to participate in the **Municipality's** Volunteer Program, I hereby assume all risk of injury, damage and harm to myself arising from such activities or use of **Municipality** facilities. I also hereby individually and on behalf of my heirs, executors and assignees, release and hold harmless the **Municipality**, its officials, employees and agents and waive any right of recovery that I might have to bring a claim or a lawsuit against them for any personal injury, death or other consequences occurring to me arising out of my volunteer activities.

LIABILITY COVERAGE: I understand that the **Municipality** is self-insured through the Association of Washington Cities Risk Management Service Agency (AWC RMSA) for liability coverage. Volunteers performing within the scope of their assigned duties as authorized by the **Municipality** are afforded the same coverage as **Municipality** employees under the **Municipality's** liability coverage with AWC RMSA. I am fully aware that a volunteer's intentional misconduct is not protected or covered by **Municipality** or AWC RMSA.

This agreement will be in effect for the duration of my volunteer services beginning this date.

Dated this _____ day of _____, 20 ____.

By: _____

City of Toledo Representative

Volunteer's Signature

Signature of Parent / Guardian if Volunteer is a minor

Address

City/State/Postal Code

Phone