

CITY OF RIO VISTA VOLUNTEER PARTICIPATION AGREEMENT AND PARTIAL WAIVER OF LIABILITY

I, _____, choose to volunteer for the City of Rio Vista ("City") and understand that I am neither a City employee nor will I receive any compensation.

I understand that as a volunteer for the City, I will assist City staff. My volunteer duties have been explained to me, and I acknowledge that I am able to perform those activities, which may require some physical effort such as bending, lifting, walking, kneeling, etc., and/or the use of small hand tools. I am in good health and able to perform these activities.

I agree:

1. To perform the tasks of my Volunteer Assignment as described to me to the best of my ability **and that are within my physical capability and will not undertake tasks that are beyond my ability**;
2. To report to work on time as scheduled, and if unable to report, to call my supervisor;
3. Not to participate if under the influence of alcohol or any drug that could impair my physical or mental ability;
4. To work under the supervision provided by the City;
5. To observe the same rules and policies as paid staff;
6. To keep confidential all information/names and identifying facts regarding materials I am working with as a volunteer;
7. To contact the City Volunteer Coordinator when:
a.) A problem arises and I am unable to contact my supervisor; b.) I feel a change needs to be made in my assignment; c.) My address, phone, emergency contact or name changes; and d.) Additional information on training or assignment needs to be recorded in my file.
8. To refrain from any type of solicitation among staff or citizens;
9. To avoid restricted areas unless I am requested to enter with my supervisor;
10. To use City equipment such as telephones, typewriters, copy machines, computers, etc., for performing City duties and not for personal use;
11. To only use machinery, equipment or tools with which I am familiar and know how to operate safely;
12. To observe all safety rules and use care in the performance of my assignments;
13. To perform my assigned tasks and to conduct myself in a manner which is a credit to me; which benefits the City of Rio Vista, its citizens, its employees, and its volunteers; and which helps the City of Rio Vista achieve its goals and objectives;
14. To give my supervisor adequate notice before terminating my volunteer assignment.
15. To hereby grant to the City of Rio Vista the absolute and irrevocable right and permission to use, reuse, and publish all pictures of me taken in the course of City of Rio Vista business. I fully understand that I hold no control over the use of the image of which I am a part. Further, I grant to the City of Rio Vista, and those who the City assigns, the right to use my name if necessary. I hereby release the City of Rio Vista from any and all claims and demands arising out of, or in connection with the use of the photograph, including any claims of libel. This authorization and release shall also apply to those working with or in connection with the City of Rio Vista as well as the person(s) who took the photograph. I have fully read the foregoing and completely understand the contents.

I agree that, upon written notice to me, the City Volunteer Coordinator may terminate my Volunteer Assignment for any cause or no cause.

I further understand that the volunteer activities I will perform may contain certain inherent dangers and risk of injury or death and that by initialing below, I certify and acknowledge that I am capable of performing these services and know of no physical condition which would preclude the safe performance of those services, and I freely and voluntarily choose to accept all such risks as a volunteer for the City.

I have carefully read this release and fully understand its contents. I understand that this is a release of liability. I am aware that by signing this release I am giving up important legal rights. I have signed this release freely and voluntarily. I have been advised that, by resolution of the City Council, the City has extended its worker's compensation coverage to volunteers, with respect to medical costs only. No workers' compensation indemnification coverage is provided. I agree to accept that coverage. I understand that, under worker's compensation laws, worker's compensation medical benefits will be the sole and exclusive remedy if I am injured while performing my assigned duties as a volunteer for the City.

With the exception of workers' compensation benefits as set out above, I hereby agree that I, my heirs, guardians, legal representatives and/or assigns will not make a claim against, or file an action against, the City of Rio Vista or any of its agents, officers, or employees for injury or damage resulting from negligence, howsoever caused, by any employee, agent, or officer of the City of Rio Vista as a result of my participation in this volunteer activity or service. In addition, I hereby release and discharge the City of Rio Vista, its agents, officers, and employees from all actions, claims, and demands that I, my heirs, guardians, legal representatives and/or assigns now have or may hereafter have for injury or damage resulting from my participation in these volunteer activities or services.

I further acknowledge that the City is not required to indemnify me against a claim for punitive damages except as authorized by the City Council pursuant to Government Code Section 825(b). I agree to defend and indemnify the City in any claim or action arising from my actions that are outside the scope of my volunteer duties. I acknowledge that loss or damage of personal property used while providing volunteer services is not reimbursable under City regulations.

I have carefully read this agreement and fully understand its content. I am aware that this is a partial release of liability and a contract between myself and the City of Rio Vista and sign it of my own free will.

Date

Volunteer's Signature

Age

Volunteer's Printed Name

Parent/Guardian Signature (if volunteer is under 18)

Volunteer information:

Emergency contact information:

Street Address

Name and Phone # of Emergency Contact

Telephone Number

Relationship to Volunteer