



CITY OF MOBRIDGE VOLUNTEER AGREEMENT WAIVER AND RELEASE

The purpose of this Agreement, Waiver and Release is to document the terms and conditions under which the Volunteer will be providing volunteer services to the City of Mobridge.

Volunteer name: First (please print)	Volunteer name: Last (please print)	(if under 18) Parent/Guardian Name (please print):
Address: City, State, Zip:	Contact Phone (with area code):	Email:
Emergency contact name:	Emergency contact relationship:	Emergency contact phone:

General scope of services to be provided:

AGREEMENT FOR NON-COMPENSATED SERVICES: I hereby volunteer my time and services to the City of Mobridge, which in turn permits me to volunteer in the activity referenced above and/or utilize City facilities, equipment, or supplies in connection with the volunteer activity listed above. It is further understood that this Agreement, Release and Waiver shall not in any way constitute nor create an employer/employee relationship between the City of Mobridge and the Volunteer. The City shall not be responsible for, nor liable for, nor shall the applicant be eligible to receive, any compensation or benefits as a result of this Agreement. I agree to abide by all relevant City policies and procedures and to perform the volunteer services in a safe, responsible manner. Volunteers who are acting within the scope of their assigned volunteer task and following all associated instruction/direction will be provided legal representation and protection if claim or suit is brought against said volunteer to the extent that the liability insurance policy of the City will cover the claimed error or omission.

The Volunteer understands the Activities include work that may be hazardous to the Volunteer. Such hazards include, but are not limited to, slipping, tripping, falling; sprains, strains, breaks, bumps, bruises, abrasions and other injuries from bending, twisting, turning, crouching, reaching, and from moving, tossing, lifting and carrying items; injuries if struck by a vehicle; cuts up to and including amputation and death; auditory damage from loud noise; damage to the eyes, skin and respiratory system from exposure to chemicals, exhaust and other substances; damaging exposure to rain, wind, and sun. The Volunteer expressly and specifically assumes the risk of injury or harm in the activities and releases the City from any and all liability for injury, illness, death, or property damage resulting from activities and caused by the Volunteer or the City.

I further understand that: *(Please initial the following.)*

_____ I hereby identify that I am capable of performing duties without accommodation, or with the following accommodation(s): _____.

_____ I am not to appear for volunteer service under the influence of alcohol or any illegal drugs. I agree to inform the Supervisor at the beginning of the shift if taking any over-the-counter or prescription medications that may impair my ability to perform volunteer duties.

_____ I will abide by all City policies regarding safety and personal conduct while performing volunteer services.

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

_____ I understand that I am to report any on-the-job injury or illness, no matter how minor, to the Supervisor
I authorize emergency medical care if it should become necessary.

_____ I grant full permission to use any photographs, videotapes, video clips, or recordings for publicity purposes by the City of Moberge.

WAIVER AND HOLD HARMLESS:

_____ On behalf of myself, my estate or personal representative thereof, my heirs and assigns, I hereby forever release the City of Moberge, its officers, employees and agents, co-sponsoring organizations or volunteers from any claims for damages for injuries to myself or my property arising from or in any way related to, my service as a volunteer in City of Moberge events. I assume all risks that are associated with my participation in the above described activity, and I accept full responsibility for the cost of treatment for any injury suffered by myself while taking part in this activity. I understand that I am not an employee or agent of the City and that I have no claim to any insurance (i.e., workers compensation) or other healthcare-related benefits.

Suspension of Volunteer Agreement: I understand that the City of Moberge or I may suspend this agreement at any time, and that I am volunteering my services at will and may be asked to discontinue such without prior notice or reason.

I EXPRESSLY AGREE THAT THIS AGREEMENT, RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY LAW AND THAT IF ANY PORTION THEREOF IS HELD INVALID, NOTWITHSTANDING, THE BALANCE SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT. BY SIGNING BELOW, I CERTIFY THAT I HAVE READ THE FOREGOING TERMS, UNDERSTAND THEM FULLY, AND AGREE TO THE SAME.

This Agreement will be in effect for the duration of my volunteering services beginning this date:

Dated this _____ day of _____, 20_____.

Volunteer's Signature

Volunteer's Name (print)

Volunteers under age 18 must have a parent or guardian sign below, acknowledging that they are aware their dependent is volunteering, and that they have read this form and consent to the agreement, including the following: I understand and agree that this Release and Hold Harmless Agreement governs any action resulting from property loss, damage, bodily injury, or death that may result from my child's participation in these volunteer activities. I further agree to indemnify and hold harmless the City of Moberge for any and all claims sustained by my child as a result of their volunteer services provided for in this agreement.

Signature of Parent/Guardian