



4.7.5.A LOPR_City Volunteer Waiver Release
 Date: 12/31/2017 Updated: 12/31/2021 Date To Be Reviewed: Three Years – 12/31/2023
VOLUNTEER AGREEMENT AND RELEASE

Name of Volunteer:	Volunteer Position or Project Name _____: Physical Activity? <input type="checkbox"/> Yes Outdoors? <input type="checkbox"/> Yes.
Address: _____ _____	Dates of Volunteer Activity Expected: Start Date _____ Completion Date _____ or <input type="checkbox"/> Ongoing
Phone:	
Is Volunteer Under 18 Years of Age? <input type="checkbox"/> Yes <input type="checkbox"/> No	Does service require use of volunteer's vehicle? <input type="checkbox"/> Yes <input type="checkbox"/> No
Emergency Contact Person	If yes: Driver's License No. _____ / State: _____ Volunteer Driving Record Approved? Yes: ____ ()
Emergency Contact Phone	

I, the Volunteer, and on behalf of myself, my heirs, and personal representative or, if the Volunteer is under 18 years of age, the Parent/Guardian of the Volunteer on behalf of the minor Volunteer, do acknowledge and affirm:

1. Description of Project / Volunteer Activities:

 _____ (To be completed by City.)
2. **I will abide by instructions of the Project Supervisor(s) and Leader(s).**
3. I will abide with City policies at all times I am providing volunteer services, including but not limited to:
 - Always act in a respectful and courteous manner.
 - Be safety conscious at all times.
 - Reporting any injuries incurred to the Project supervisor.
 - Use of alcohol and controlled substances is absolutely prohibited.
4. **I have read the REVERSE SIDE and agree to the Volunteer Terms for Agreement and Release.**

Signature:

Volunteer

Parent/Guardian, if applicable

Reviewed and Accepted:

Project Supervisor

Volunteer Terms for Agreement and Release

1. Physical and Site Risks; Medical Consent
 - **All volunteer activities are subject to some degree of risk of harm** (injury or death).
 - If the project is described as “physical”, the volunteer should consult with the Project supervisor to ascertain the extent of physical labor required. It is recommended that the volunteer notify the Project supervisor of any physical limitations the volunteer may have in carrying out the Project work. **I affirm that I am physically able to perform the volunteer activities. If at any time I believe that I may not be able to perform any activity, I shall promptly notify the Project supervisor and I will not engage in any activity that I believe I am not physically able to perform.**
 - If the project is described as “outdoor”, the site conditions are outside the control of the City and may present known, visible hazards **as well as** unknown, undisclosed hazards.
 - The City may provide tools for use during the Project. I will use the loaned tools only during work on the Project. I acknowledge that I will not use the tools if I have any questions on the manner of operation of the tools. I will be responsible for return of the tool at the end of the Project in the condition provided to me, subject to reasonable wear and tear as caused by use on the Project.
 - The City does not provide medical insurance for any volunteer.
 - In the event of accident, illness, injury, or other physical impairment during my service, I authorize the employees of the City to consent to emergency medical transportation and/or treatment, including but not limited to surgical or dental examination and treatment, whether administered by City personnel (including other volunteers) or third party medical personnel. I give permission to be treated by a professional medical person and admitted to a hospital, if necessary. I agree to be the party responsible for all medical expenses incurred in my behalf.
2. **To the extent the Volunteer is acting within the scope of the project, the City will defend, save harmless, and indemnify the Volunteer against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of duty, to the extent required by ORS 30.285. This indemnification does not apply in cases of malfeasance, or willful or wanton neglect of duty.**
3. If I will be driving and/or my vehicle will be used in providing the volunteer services,
 - The vehicle will be of the private passenger type only.
 - The vehicle will be operated at all times in accordance with the traffic laws of the State of Oregon. (The City will not reimburse traffic fines.)
 - The vehicle will be maintained in good mechanical condition.
 - I will be the driver at all times while the vehicle is used in providing my volunteer services.
 - If I am involved in an accident or incur a mechanical breakdown or similar situation that prevents or delays completion of my assignment, I will notify the person who authorized the trip as soon as possible.
 - I possess and will maintain a valid Oregon Driver’s License.
 - I have obtained and will maintain liability and property damage insurance as required by Oregon State law at all times the vehicle is used for volunteer services; I will not drive any uninsured automobile while engaged in volunteer activities. I understand that in the event of an accident, the volunteer’s personal auto coverage is the primary insurance coverage against third party claims.
 - The City is authorized to obtain my driving record for purposes of determining if I qualify under City policies to operate motor vehicles for my volunteer activities.
4. If requested by the Project Supervisor, I will complete a Background Check form to determine if I am qualified under the department policies to act as volunteer for the Project.
5. I grant permission to the City of Lake Oswego, and its departments, agents or employees, to use photographs taken of the above named on the date and at the location listed below for use in City publications promoting the activities and purposes of the referenced Project, including the use of such photographs in brochures, newsletters, Internet, display boards, and magazines, and to use such photographs in electronic versions of the same publications or on City web sites or other electronic forms or media. I hereby waive any right to inspect or approve the finished photographs or printed or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the photograph.