

**CITY OF NEVADA CITY
VOLUNTEER PARTICIPATION AGREEMENT**



Name _____

Address _____ City, ST Zip _____

Phone _____ E-Mail Address _____

Emergency Contact: Name: _____

Phone #: _____

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 City Hall 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 Nevada City, its citizens, its employees, and its volunteers; and which helps the City of Nevada City 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 Nevada City the absolute and irrevocable right and permission to use, reuse, and publish all pictures of me or my child taken in the course of City of Nevada City business. I fully understand that I hold no control over the use of the image of which I or my child is a part. Further, I grant to the City of Nevada City, and those who the City assigns, the right to use mine or my child's name if necessary. I hereby release the City of Nevada City 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 Nevada City 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 Supervisor may terminate my Volunteer Assignment for any cause or no cause.

I certify that I understand the description of the Volunteer Assignment and potential hazards/risks for this assignment. I further certify that I have voluntarily applied to participate in performing the assignment with the knowledge that there is some risk that I may be injured in the course of performing these services.

I further certify that I am capable of performing these services and know of no physical condition which would preclude the safe performance of those services. If I cannot complete the project or otherwise meet my commitment, I will notify my supervisor immediately.

I certify that I am not an employee of the City of Nevada City.

(OVER)

I have been advised that, by resolution of the City Council, City has extended its worker's compensation coverage to volunteers, and I agree to accept that coverage. I understand that, under worker's compensation laws, worker's compensation benefits will be the sole and exclusive remedy if I am injured while engaged in or performing these volunteer services.

With the exception of worker's 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 Nevada City or any of its agents, officers, or employees for injury or damage resulting from negligence, howsoever cause, by any employee, agent, or officer of the City of Nevada City as a result of my participation in this volunteer activity or service. In addition, I hereby release and discharge the City of Nevada City, 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 me and the City of Nevada City and I sign it of my own free will.

Volunteer Signature (or Guardian of Volunteer under the age of 18)

Date