

City of Monterey Volunteer Agreement and Release of Liability



Name _____ (phone) _____ (email) _____

Address _____
Street City, State Zip

I hereby agree to volunteer my services to the City of Monterey (“City”) and agree that I am not an employee of the City and as such, am not eligible for salary, benefits, or any other type of compensation from the City for my services as a volunteer. I further understand that my services are provided for the convenience of the City and may be terminated for any reason or for no reason and at any time by the City without prior notice or hearing.

As a volunteer with the City, I agree to: perform the tasks outlined in my assignment description to the best of my ability; report on time as scheduled, and if unable to do so, call my supervisor; accept supervision and use reasonable care in all that I do; maintain confidentiality and not disclose or discuss any confidential information obtained while volunteering; follow all safety guidelines, rules, and policies of the City and immediately notify my supervisor should I encounter a situation that I feel is unsafe; comply with the City’s Harassment, Discrimination, Retaliation, Abusive Conduct, and Bullying Policy (Monterey City Code § 25-3.03); strive to help the City meet its goals and objectives; and provide adequate notice prior to ending my volunteer commitment. I understand that the volunteer program will not be responsible for any transportation to and from activities, unless specified.

On occasion, photographs or videos are taken of volunteer activities within the City. I agree to allow my image and voice, in photographs, video, or digital recordings, to be used to promote the City of Monterey and its programs. I give my permission with the understanding that no compensation of any kind will be paid for the use of my image and/or voice.

I assume the responsibility of mental and physical fitness to participate and understand that the City makes no representations regarding my suitability to participate as a volunteer. In consideration of being allowed to participate as a City volunteer, I acknowledge that participation may involve risk of serious injury, disability, death, or property damage or loss.

In addition, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact, but may also spread through aerosol transmission and surface contact transmission. As a result, federal, state and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The City has adopted protocols and implemented measures in an attempt to reduce the spread of COVID-19. However, such protocols and measures may not be sufficient to prevent anyone volunteering for the City from becoming infected with COVID-19. Further, attending any program or activity on City property may increase the risk of contracting COVID-19.

By signing this agreement, I acknowledge the extremely contagious nature of COVID-19 and

voluntarily assume the all risk of exposure that I may be exposed to, in relation to participating in programs held on City property, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City employees, volunteers, program participants and their families.

I voluntarily agree to assume, to the full extent permitted by law though no further, all of the foregoing risks and accept sole risk and responsibility for any injury to myself arising out of or in any way connected with my participation as a volunteer including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense of any kind, that I may experience in relation to volunteering. I hereby release, covenant not to sue, discharge, and hold harmless the City, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims actions, damages, costs or expense of any kind rising out or relating thereto. I understand and agree that this release includes any claims based on the acts or omissions of the City, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after participation in any program held on City property. I further agree to indemnify the City and its agents, officers, and employees from any loss, liability, damage, cost, or expense, including litigation, arising out of or related to my participation as a City volunteer. The foregoing agreement to indemnify shall continue in full force and effect notwithstanding the conclusion of my participation.

I have carefully read this Agreement and fully understand its contents. I am aware that this is a release of liability and contract between myself and the City of Monterey. I voluntarily agree to each of the terms and provisions herein and sign this release and indemnification agreement of my own free will.

Signed: _____ (Volunteer) Date: _____

IF VOLUNTEER IS UNDER 18 YEARS OLD OR AN ADULT UNDER GUARDIANSHIP/CONSERVATORSHIP, THE PARENT OR LEGAL GUARDIAN MUST ALSO SIGN BELOW

As parent or legal guardian of the above-named volunteer, who is a minor or adult under legal guardianship/conservatorship and lacking capacity to consent, I/we the undersigned agree as follows:

- I/we have read and agree to the terms, conditions and representations set forth on page one of this form.
- **In the event of a medical emergency arising during the Volunteer’s work with the City of Monterey**, I/we, the undersigned, do hereby authorize the City of Monterey as agent(s) for the undersigned to consent to any x-ray examination, anesthetic, medical or surgical diagnosis or treatment, and hospital care which is deemed advisable by, and is to be rendered under the general or special supervision of, any physician or surgeon licensed under the provisions of the Medical Practice Act. It is understood that this authorization is given in advance of any specific

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diagnosis, treatment or hospital care being required but is given to provide authority to the aforesaid agent(s) to give specific consent to any and all such diagnosis, treatment, or hospital care which a physician, meeting the requirements of this authorization, may, in the exercise of his/her best judgment, deem advisable. This authorization is given pursuant to the provisions of Family Code section 6910.

These authorizations shall remain effective during the period of time Volunteer is working with the City of Monterey.

Parent or Legal Guardian's Full Name Parent or Legal Guardian's Signature Date

LEGAL GUARDIAN CONTACT INFORMATION:

Print Name Relationship

Daytime Phone Number Evening Phone Number Cell Phone Number

ALTERNATE CONTACT IN CASE OF EMERGENCY:

Print Name Relationship

Daytime Phone Number Evening Phone Number Cell Phone Number

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