



VOLUNTEER AGREEMENT AND LIABILITY WAIVER 2022

El Dorado Hills Community Services District
1021 Harvard Way, El Dorado Hills, CA. 95762
(916) 933-6624 <http://www.edhcsd.org>

Name of Volunteer: _____ **Volunteer Event or Activity:** _____

I hereby agree to the following:

1. I agree to conform with the rules and regulations of the District. I understand that I will begin service as a volunteer on a trial basis. I agree to participate in orientation and training provided by the District, if required, before engaging in volunteer services.
2. I understand I will be responsible for complying with my assigned volunteer schedule and realize that the District is depending on my services. If, for a serious reason, I cannot keep my commitments, I will notify my supervisor, or the Volunteer Coordinator, in advance.
3. I agree and understand that any work I perform within the scope of this agreement will be provided on a voluntary basis and that I do not expect payment or other compensation for performing such work. I also understand that a volunteer position does not constitute an employee-employer relationship with the District, and that I will not receive any compensation for my volunteer services, and that I serve at the discretion of the General Manager, Recreation Supervisor/Volunteer Coordinator or designee.
4. If I am currently a District employee I acknowledge that any volunteer work performed by me is outside of my regular job classification and is separate from any paid work responsibility.
5. I agree not to divulge any information regarding persons who are receiving services or other assistance from the District or otherwise involved in, or a recipient of my volunteer services. I recognize that unauthorized release of confidential information may result in the termination of my services as a volunteer.
6. I understand that I am fully responsible for maintaining my own personal records of time volunteered to the District for the purposes of internships, community service, etc., subject to my supervisor's or the Volunteer Coordinator's verification. At the end of my volunteer service I may have my supervisor or the Volunteer Coordinator sign a letter documenting the hours volunteered for the District. I also understand that the District may require me to sign in and out when performing volunteer services.
7. I understand that I am covered under the District's workers' compensation insurance in the event of an illness or injury resulting from my performance of volunteer services for the District. I will report any injury or illness to my supervisor, or to the Volunteer Coordinator, immediately.
8. I understand and acknowledge that besides workers' compensation insurance, the District does not carry any other insurance of any kind for my benefit as a volunteer, including medical, health, or disability insurance and I expressly waive any claim for compensation, benefits, or payment of any kind beyond what may be offered to me freely by the District in the event of injury or medical expenses incurred by me. I understand that I am responsible for my own medical insurance and/or other expenses in the event of personal injury, death, illness, damage to property, or other loss as a result of my volunteer services.
9. As such, I hereby release and forever discharge the District from any claim whatsoever that may arise, now or hereafter, due to any first-aid treatment or other medical services rendered in connection with an emergency during my participation in volunteer services for the District.
10. I agree to treat others in a respectful and collaborative manner during my performance of volunteer services for the District.
11. I understand that the District has a zero-tolerance policy against any type of discrimination or harassment. I agree to comply with this policy, and recognize that I will also be protected by it.
12. I understand that the District has a zero-tolerance policy against any use of, or being under the influence of, illegal drugs or alcohol, and/or prescription or over the counter drugs which may impair my ability to perform my volunteer services in a safe manner. I agree to comply with this policy.
13. I understand that the District has a zero-tolerance policy against any type of violence, threat or intimidation, implied or actual, in the workplace. I agree to comply with this policy, and recognize that I will also be protected by it.
14. I understand that I have been provided access to District policies for Non-Discrimination, Harassment-Free Work Environment, Drugs and Alcohol, and Violence in the Workplace through links on the Volunteer Opportunities page on the District website, www.edhcsd.org. I understand it is my responsibility to review and understand these policies. I will be subject to the provisions of these rules and held accountable for any actions outside the scope of these policies.
15. I represent and promise that if I am required to drive a vehicle in the performance of volunteer services, that I will do so in a safe manner and in compliance with all traffic laws and other legal requirements. I further agree to present the District with a copy of my valid driver's license and proof of insurance, if required.

16. I understand that the District is not responsible for loss or damage to any of my personal belongings when I perform volunteer services for the District and I shall not hold the District liable for any loss or damage to the same.
17. I understand that any photographs, video, or audio of myself obtained during my participation in volunteer services for the District may be used for publicity, training or promotional purposes by the District and I give permission to the District for its use for these purposes. I further understand that all photos, videos, or audio will remain the property of the District.
18. I understand that the District may, at any time, with or without cause, cancel or revoke my participation in the volunteer activity.
19. I understand that the nature of the volunteer services may involve physical labor and/or use of tools, which may involve risk of bodily harm or property damage. I represent that to my knowledge, I have no impairment or condition that would prevent my participation in the volunteer services. I fully understand and agree to assume any and all risks involved in the performance of the volunteer services, even if caused by the deliberate acts and/or negligence (a) from the actions or inactions of other participants and/or volunteers of the District, and its respective governing body, agents, officers, or employees; (b) due to the condition of the facilities, equipment, or areas where the Activity is being conducted; or (c) from the unavailability of emergency medical care. I assume any risk of damages and injury to myself arising out of my participation in the Activity or other related volunteer services for the District.
20. I hereby agree to waive, release, and hold harmless the District, its officers, officials, employees, and agents, from liability related to or arising from any and all claims arising from my performance of volunteer services under this Agreement, including any and all rights or benefits which I may, now or in the future, have under Section 1542 of the California Civil Code, which reads as follows:
A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.
I hereby release such claims and demands on behalf of myself and any/all of my heirs, personal representatives, executors and administrators, or anyone else who might claim on my behalf.
21. I further understand and agree that I may be held personally liable for any damages arising from my actions while performing the Activity or related volunteer services for the District and/or any other negligent acts or omissions of any sort, and will hold harmless and indemnify the District, its governing bodies, agents, officers, employees, and volunteers from any and all claims, causes of action, damages, judgments, costs, fees, expenses, arising in any way from my actions and/or negligent acts or omissions of any sort.
22. I acknowledge and fully understand that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of California, and this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. I agree that, in the event any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement, which shall continue to be enforceable.
23. I understand that the term of this Agreement shall be for one year from the date of my signature, unless otherwise extended in writing by the District.

I HAVE CAREFULLY READ THIS VOLUNTEER AGREEMENT, INCLUDING THE WAIVER AND RELEASE, AND I FULLY UNDERSTAND ITS CONTENTS THEREOF. I VOLUNTARILY AGREE TO EACH OF THE TERMS AND PROVISIONS HEREIN AND SIGN THIS AGREEMENT INCLUDING THE WAIVER AND RELEASE OF MY OWN FREE WILL.

AUTHORIZATION FOR MEDICAL TREATMENT In case of emergency, I understand reasonable effort will be made to contact my emergency contact (as provided on my volunteer application) or my spouse or next of kin, if known by the EDHCSD. (If participant is a minor, my parent or guardian.) In the event my emergency contact cannot be reached, I, **by my signature or electronic acceptance**, hereby authorize the EDHCSD to act as an agent for myself, son, daughter, or ward to consent to physicians, nurses or hospitals selected by the EDHCSD to provide medical treatment, including, without limitation, hospitalization, x-ray examination, anesthesia, medical, dental or surgical treatment, and medications by injections or otherwise for me or my child/ward. I further authorize said EDHCSD to receive physical custody of me or my child/ward upon completion of any treatment, and I specifically instruct any treating health facility to surrender the physical custody of me or my child/ward to the EDHCSD.

Print Volunteer's Name: _____ Age (if under 18 years old): _____

Signature of Volunteer: _____ Date: _____

If under 18 years old, a parent or legal guardian of the volunteer must also print and sign his/her name below:

Print Parent/Guardian's Name

Signature of Parent/Guardian

Date