

**CITY OF ROCKLIN
VOLUNTEER PARTICIPATION AGREEMENT**

Volunteer Name: _____

Street Address: _____

City: _____

Zip Code: _____

Phone Number: _____

Email: _____

Event and Event Date: _____

Name of Supervising Department: Public Services Department - Environmental Services

I understand that this Volunteer Participation Agreement is required for my participation as a volunteer for the City of Rocklin, and that participation is conditioned on my compliance with this Volunteer Participation Agreement.

As a volunteer for the aforementioned event or assignment, I agree to and acknowledge all of the following:

Volunteer Conduct.

1. I agree to perform the tasks assigned to me to the best of my ability and to conduct myself in a manner which is a credit to me; which benefits the City of Rocklin, its citizens, its employees and its volunteers; and which helps the City of Rocklin achieve its goals and objectives.
2. I agree to abide by this Volunteer Participation Agreement, and by the applicable provisions of California and federal laws, the Rocklin Municipal Code and the City of Rocklin's policies, procedures and guidelines as may from time to time be enacted by the City of Rocklin.
3. I agree to work under the supervision provided by the City, to follow the directions of my supervisor and to follow the same rules and policies as paid City staff.
4. I agree to contact the City Volunteer Coordinator when a problem arises and I am unable to contact my supervisor.
5. I agree to keep confidential all information/names and identifying facts regarding materials I am working with as a volunteer.
6. I agree to refrain from any type of solicitation among staff, volunteers or the public.
7. I agree to avoid restricted areas unless I am requested to enter with my supervisor.
8. I agree to observe all safety rules and to use care in the performance of my assignments. I agree that as a volunteer I shall not use or be under the influence of alcohol or drugs, including prescription drugs that may affect my ability to safely participate in the volunteer assignment.

Permission to Use Photographs. I hereby grant to the City of Rocklin the absolute and irrevocable right and permission to use, reuse, and publish all pictures or videos of me or my child taken in the course of City of Rocklin 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 the City of Rocklin, and those who the City assigns, the right to use me or my child's name. I hereby release the City of Rocklin from any and all claims and demands arising out of, or in connection with the use of the photograph, or video, including any claims of libel. This authorization and release shall also apply to those working with or in connection with the City of Rocklin as well as the person(s) who took the photograph or video.

Background Check and Criminal Convictions. I hereby certify that I have not been convicted of any offense which would require me to register pursuant to California Penal Code section 290 and I have not been convicted of any of the offenses specified in Public Resources Code section 5164. I understand that in the

event that my participation as a volunteer includes working with children, I must provide fingerprinting pursuant to Penal Code section 11105.3. I also understand that other volunteer positions may require fingerprinting. I further understand that prior conviction of certain crimes may preclude me from further participation as a volunteer.

Termination. I agree that, upon written notice to me, the City Volunteer Coordinator may terminate my Volunteer Assignment for any cause or no cause.

Assumption of Risk. I certify that I understand the work assigned to me and potential hazards and 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 hereby, freely, voluntarily and with full knowledge assume such risks of death, personal injury, and loss or damage of property.

Physical limitations. I further certify that I am capable of performing these services and know of no physical condition which would preclude the performance of those services. If I cannot complete the project or otherwise meet my commitment, I will notify my supervisor immediately. I understand that in the event that my participation as a volunteer includes working in the City's daycare function, I must provide proof of a negative TB test prior to starting my assignment.

Worker's compensation. I understand that the 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. I will report any injury or accident to my supervisor immediately.

Waiver of Rights. With the exception of worker's compensation benefits as set forth 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 Rocklin or any of its agents, officers, or employees for injury or damage resulting from negligence, or other acts, howsoever caused, by any employee, agency or officer of the City of Rocklin as a result of my participation in this volunteer activity or service. In addition, I hereby release and discharge the City of Rocklin, its agents, officers, and employees from all actions, claims, and/or 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.

Indemnification and Damages. 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 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 acknowledge that loss or damage to 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 waiver and release of liability and a contract between myself and the City of Rocklin and agree to such terms of my own free will.

Volunteer Signature

Date

Parent/Legal Guardian Signature, if volunteer under Age 18

Date

City Volunteer Coordinator Signature

Date