

# ADULT VOLUNTEER APPLICATION AND AGREEMENT WITH INDEMNITY

*This is an Application and Agreement for participation in the City of Yreka's Volunteer Program. That program is governed by this Application and Agreement and by the applicable provisions of the California Law, the Yreka Municipal Code, and the City of Yreka's Personnel Policies and Procedures and such other policies and guidelines as may from time to time be enacted by the City of Yreka.*

## APPLICATION

Name: \_\_\_\_\_ Phone: day: \_\_\_\_\_ evening: \_\_\_\_\_

Address: \_\_\_\_\_

Emergency Contact: Name: \_\_\_\_\_ Phone: day: \_\_\_\_\_ evening: \_\_\_\_\_

Emergency Contact Address: \_\_\_\_\_

## AGREEMENT

I understand that this agreement consisting of the following Representations and Responsibilities is required for my participation as a VOLUNTEER for the City of Yreka, and that participation is conditioned on the my compliance with this Agreement and the Policies and Procedures of the City of Yreka. My signature on this document indicates the following:

### **REPRESENTATIONS AND RESPONSIBILITIES**

I am enrolling as a volunteer with the City of Yreka. I agree to provide to the City of Yreka, in writing, all of the necessary information and authorization of any change in the information provided in this Application and Agreement. As a volunteer I understand I will be participating in services for the benefit of the City of Yreka, which are hereafter referred to as "The Activity".

I represent that I am not currently under arrest or on bail on "your own recognizance" pending trial and I have never been convicted of a felony or a misdemeanor \_\_\_\_\_. (initial)

By signing this agreement I am stating that I have not been convicted of any offense which would require me to register pursuant to California Penal Code Section 290. 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 for further participation. \_\_\_\_\_(initial)

I agree to provide my own transportation to and from the City location where I will serve as a volunteer, and my transportation to and from The Activity shall not be considered my participation as a volunteer. \_\_\_\_\_(initial)

In consideration of the permission given to me to participate as a Volunteer as stated above, I here agree and acknowledge that:

1. \_\_\_\_\_ (initial) The Activity may be physically and emotionally demanding, that there a certain risks inherent in the Activity, and that I may be subjected to the risk of death, personal injury or to the loss or damage of property, and that I freely, voluntarily and with full knowledge assume such risks of death, personal injury, and loss or damage of property.

2. \_\_\_\_ (initial) The Activity supervisors are not trained medical professionals, but will make every reasonable effort to provide first aid in case of injury. I further acknowledge that said persons will make every reasonable effort to warn me of known risks inherent in the Activity, but that all dangers associated with the Activity and their consequences cannot be foreseen. Knowing, understanding and fully appreciating these facts, I hereby expressly, voluntarily, and willingly assume all risks and dangers with my participation in the Activity. I represent that I am in good health is able to lift and carry objects weighing up to 25 pounds, can walk up and down stairs in both buildings and vehicles, and can walk without difficulty over moderately hilly terrain for periods of up to one hour.

3. \_\_\_\_ (initial) As a Volunteer, I shall not to use or be under the influence of alcohol or drugs, including prescription drugs that may effect my ability to safely participate in the Activity; I will obey all rules or conditions placed on the Activity, including safety rules; I will not engage in conduct that increases the risk of death, personal injury or to the loss or damage of my property, while participating in the Activity; and, I will not interfere with the performance of the Activity or in a manner that will bring disrepute upon the City of Yreka, its officers, employees, agents, and volunteers.

4. \_\_\_\_ (initial) I certify that I am, physically and emotionally able to participate in the Activity.

5. \_\_\_\_ (initial) That the City of Yreka, its officers, employees, agents, volunteers, and sureties, and each of them shall not be responsible or liable for any wrongful death, personal injury, or damage or loss of property incurred by me while participating as a volunteer, whether the same shall arise by the negligence or omission of any said persons, or otherwise.

6. \_\_\_\_ (initial) For myself, and my heirs, executors, administrators and assigns, I hereby release the City of Yreka, its officials, officers, directors, employees, agents, volunteers, and sureties, and each of them, and agree to defend, indemnify and hold the City of Yreka, its officials, officers, directors, employees, agents and volunteers harmless from and against any and all loss, liability, damage, including but not limited to reasonable attorney, consultant and expert fees and/or court costs, directly or indirectly arising out of or in connection with my participation in the Activity, except for the gross negligence and willful misconduct of the City of Yreka, its elected officials, officers, directors, employees, agents and designated volunteers. The foregoing agreement to indemnify shall continue in full force and effect notwithstanding the conclusion of my participation in the activity.

**IT IS MY EXPRESS INTENTION BY THIS INSTRUMENT, TO EXEMPT AND RELIEVE THE CITY OF YREKA, ITS OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS AND SURETIES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE.**

**EMERGENCY and OTHER PERMISSION INFORMATION**

**In the event of a medical emergency, I authorize the City of Yreka and its agents and employees, to immediately transport me to Fairchild Medical Center and initiate any necessary medical care, for which I hold the City harmless.**

**EMERGENCY MEDICAL:**

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Name of Medical Provider	Telephone Number	Policy Number
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Please note any history of serious illness (diabetes, asthma, epilepsy, heart condition) previous injuries, or allergies (hay fever, bee stings, food, medicines or drugs) that might limit your or your child's participation in the Activity. If none, please state NONE.

**OTHER PERMISSION: (Optional)**

I give my full permission to the CITY and any other media sources to use my name and/or pictures, or voice recordings for any publicity and promotion purposes without obligation or liability to me.  
\_\_\_\_\_(initial)

**I have carefully read this entire THREE page document and understand its terms and their legal significance. I agree to comply with its terms as well as all Policies and Procedures of the City of Yreka. This waiver, release and indemnification is freely and voluntarily given with the understanding that right to legal disclosure against the City is knowingly given up in return for allowing my participation in the Activity. My signature is intended not only to bind myself, but all successors, heirs, representatives, administrators, and assigns that I may have. No oral representations, statements or inducements apart from this written agreement have been made.**

Volunteer:

\_\_\_\_\_  
Name Signature Date

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[for official use only]

City of Yreka Department \_\_\_\_\_

By: \_\_\_\_\_  
Signature Title Date

Distribution:  Original to City Clerk Date: \_\_\_\_\_  
 Copy to Volunteer  Copy to Department Project File