

## **Corporation of The City of Peterborough**

### **Volunteer Program – Agreement and Release, Waiver of Liability and Indemnity**

I, \_\_\_\_\_ understand that I will be volunteering for the Corporation of the City of Peterborough (“City”) and that while volunteering, I will be under the direct supervision of a City staff member. The City does carry liability protection for volunteers, which only applies while the volunteer is performing the tasks associated with their volunteer position, and only while under the supervision of City staff while performing City-approved volunteer activities.

As a volunteer, I fully understand and agree as follows:

1. That my participation as a volunteer does not make me an employee, agent, or contractor of or for the City. I will not receive any remuneration, salary, wages, payment or any employee benefits, or be covered by Worker’s Safety and Insurance Benefits.
2. That the City has not and will not assume any responsibility for any personal injury or losses, damages, claims, liabilities, or suits whatsoever arising from my participation as a volunteer for the City.
3. That participation requires me to exercise due care to avoid risks that could result in injury or death to me or to any person or in the loss or damage of property. Accordingly, I will not act outside the scope of my volunteer duties.
4. That the inherent risks involved with the volunteer position are being undertaken by me freely on my own volition, and that all services I perform during my volunteer service are being undertaken solely at my own risk and that risk(s) associated with my volunteer position have been fully and satisfactorily explained to me.
5. That I have satisfied myself that I am qualified and capable of performing my volunteer duties competently and safely.
6. Except as authorized, I will not be provided with or use the City’s facilities, vehicles, and equipment.
7. That my volunteer appointment may be revoked by the City at any time for any or for no reason.
8. I grant the City permission to use any photographs or video images of me taken in the course of my involvement, and to use my name, image, comment(s) and information regarding my volunteer role or activities. If I do not wish to be photographed, it is my responsibility to make this known.

9. Any and all incidents, accidents or health and safety concerns should be reported to the City staff member supervising the project and, independent of that reporting by phoning (insert 24-hours number) and reporting the details of the incident, accident or concern. I shall make reasonable efforts to create photographic and a written record. I shall, if required provide a witness statement to the City or as directed by my volunteer supervisor.
10. I for myself, my heirs, executors, administrators or anyone else who may claim on my behalf, hereby release and agree to defend, indemnify and hold harmless the City, its elected officials, officers, volunteers and employees or anyone acting on behalf of the City, from and against any and all losses, liabilities, damages, injuries, action, causes of action, claims, demands, costs and expenses of any kind and nature whatsoever arising from my participation in the volunteer program including but not limited to liability for personal injury, sickness, disease, death, damage to property or loss of any kind and however caused, whether foreseen or unforeseen and whether arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the City, its elected officials, officers, volunteers, or employees or anyone acting on behalf of the City, in connection with or in any way related to the volunteer program.

By signing this Agreement, I acknowledge that I have read, understood and agreed to the above conditions, release, waiver and indemnity.

Dated: \_\_\_\_\_

Volunteer Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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If Volunteer is under the age of 18:

Parent/Guardian Printed Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_