



MIDPENINSULA REGIONAL OPEN SPACE DISTRICT

**SPECIAL GROUP PROJECT VOLUNTEER
VOLUNTEER AGREEMENT AND RELEASE OF LIABILITY**

<i>Volunteer Name</i>		<i>Email</i>	
<i>Street Address</i>		<i>City</i>	<i>Zip</i>
<i>Home Phone</i>	<i>Work Phone</i>	<i>Other Phone</i>	
<i>Special Group Affiliation</i>	Gunn High School		

I, _____, agree to serve as a volunteer of the Midpeninsula Regional Open Space District. I am 18 years of age or older. (Minors must have a parent or legal guardian complete and sign this Agreement). I hereby agree to the following:

1. I will comply with the District's Land Use Regulations, No. 93-1, regarding proper use of District land at all times.
2. I will adhere to the guidelines as set out during the District's "On Site Project Training" program.
3. It is my desire and intention to perform voluntary services for the Midpeninsula Regional Open Space District without compensation of any kind.
4. I am fully aware of the possible hazards of volunteering for the District and I am aware that in volunteering I may incur personal injury and/or property damage. I understand that my volunteer services may involve a variety of physical hazards, including but not limited to, the use of hazardous tools, poison oak, extremely rugged, uneven, steep or remote terrain, ticks, rattlesnakes and other natural and human-caused hazards.
5. I attest that I am physically fit, able and qualified to participate in this volunteer activity. I am participating in these activities with knowledge of the risks involved and I hereby agree to accept any and all risks of injury, death, and property damage.
6. **RELEASE OF LIABILITY:** I hereby release the District, its officers, employees, and agents from any claims, lawsuits, or actions I, my heirs, or legal representatives may have for any personal injury and/or property damage I may incur as a result of my volunteer services.
7. I will assume responsibility for, and indemnify the District for any injury to any person or damage to their property caused by me while I am serving as a District Volunteer.
8. I understand that, but for this release of liability, the District would not accept my offer of volunteer service.
9. I understand that my volunteer services may be terminated at anytime at the sole discretion of the District.

VOLUNTEER AGREEMENT AND RELEASE OF LIABILITY

I HAVE READ AND VOLUNTARILY SIGN THIS RELEASE OF LIABILITY AND AGREEMENT.

This release of liability is entered into this _____ day of _____, at _____, CA.

Name of Volunteer

Signature of Volunteer

**IF VOLUNTEER IS A MINOR,
SIDE TWO MUST BE SIGNED BY PARENT OR LEGAL GUARDIAN.**



MIDPENINSULA REGIONAL OPEN SPACE DISTRICT

Name of Minor: _____

Name of Parent or Legal Guardian: _____

Address: _____

Telephone: _____

I HAVE READ AND VOLUNTARILY SIGN THIS RELEASE OF LIABILITY AND AGREEMENT.

Signature of Parent or Guardian



MIDPENINSULA REGIONAL OPEN SPACE DISTRICT

Preserve Partners “Volunteer Agreement and Release of Liability” Explanation Sheet

Introduction

Recently the District revised and updated its “Volunteer Agreement and Release of Liability” form. The goal of the revision was to better explain the benefits of volunteering for the District, remedy past inconsistencies with language, and to better protect the organization for frivolous lawsuits.

While much of the language has not changed there are four important areas that require some additional explanation.

Volunteer Handbook

The old form stated, “I (the volunteer) will adhere to the procedures set out in the District Volunteer Handbook.” Because Preserve Partners do not receive a “Volunteer Handbook”, agreement #2, was changed for Preserve Partners only, and the orientation and training they receive on site is in place of the Volunteer Handbook.

Safety and Understanding Hazards

We take the safety of our volunteers very seriously. For this reason, Preserve Partners must receive various types of safety training, including the proper use of certain tools, identification of potential hazards, and what to do in case of an emergency. Working on open space preserves entails potential exposure to such hazards as ticks, rattlesnakes, and poison oak. Some trails are rugged and remote. These risks are a natural part of open space, and as a volunteer you must be aware of, and be willing to accept, these risks.

As a District volunteer, your safety as well as the safety of others must be of the highest priority, as it is for all who work for the District. Volunteers are responsible for their actions with respect to the property, safety, and well being of all members of the public involved in Preserve Partners Projects.

Added to the list of hazards are those that are “human-caused”. It is incumbent upon us (the District) to explain the potential hazards, appropriate safety protocols, and emergency procedures in order to be proactive and prevent accidents.

Release of Liability

A release of liability is a common occurrence these days. When registering for most activities, you will find that the sponsoring organization requires a release of its liability: joining a health club, going to a theme park, or enjoying a whale-watching excursion all require some form of liability release. So we, too, ask all volunteers to sign a release of liability as a part of the District's prudent risk management practices, and in order to protect the District and its taxpayers from potential frivolous lawsuits.

This agreement was re-written and the language “softened” so as not to be offensive to volunteers.

Workers' Compensation

One of the many benefits volunteers receive is coverage by Workers' Compensation when performing volunteer services. In other words, if a volunteer is injured while volunteering for the District, their medical care will be covered by the same Workers' Compensation benefits the District provides for its employees. The only stipulation of this coverage is that Workers' Compensation is the sole compensation a volunteer will seek to receive from the District for your injuries.

It is important that you immediately report any injury to a volunteer. The volunteer must also complete the necessary paperwork and follow all Workers' Compensation procedures in a timely fashion.