

# CITY OF OJAI - VOLUNTEER AGREEMENT

The undersigned wishes to volunteer with the City of Ojai. Volunteer work will involve the following:

Type of Position: Volunteer  
Program/Activity: Stewart Canyon Restoration Project  
Hours/Duration: October 7, 2020 through December 31, 2024

Volunteer understands and agrees that the City cannot compensate volunteer for volunteer activities and that volunteer will work in the activities under City's direction. Volunteers working with children will be required to undergo a background and fingerprint check.

Volunteer agrees to abide by the City's safety standards and any other requirements as deemed necessary by City staff. Volunteer also consents to City's use of volunteer's name, photo, likeness and written feedback in any and all publications, advertising and publicity, and grants permission to be filmed or taped by the City or the news media. Status of volunteer may be cancelled at any time by City or volunteer with notice to the appropriate Department Head and/or City Manager.

NAME (Print): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ TODAY'S DATE: \_\_\_\_\_

**Release, Hold Harmless and Assumption of Risk.** Volunteer desires to participate in the activities described herein and other activities related thereto (the "Activities"). Volunteer, and his or her parent or legal guardian, if volunteer is under 18 years old, recognize and agree that the Activities are hazardous and understand the risks and dangers associated with participation in the Activities, including but not limited to, bodily injury, property damage disability, paralysis and death. The undersigned accept and assume such risks and responsibilities however caused or alleged to be caused by any party with the exception of those risks caused by gross negligence, fraud, willful misconduct or violation of law. In consideration for volunteer being permitted to participate in the Activities, each of the undersigned hereby waives, releases, discharge, indemnifies and holds harmless the City of Ojai, its officers, boards, commissions, members, employees, agents and any other related parties ("City"), from and against any and all claims, demands, lawsuits, and other proceedings for damages or liabilities for wrongful death, personal injury, or property damage arising out of volunteer's participation in the Activities and caused by negligence (passive or active), strict liability or otherwise (except for such injury, wrongful death or property damage caused by City's gross negligence, fraud, willful misconduct or violation of law). This release is intended to be binding on each of the undersigned's heirs, beneficiaries, personal representatives, next of kin, spouse and assigns. I/We have read the above waiver, have been fully and completely advised of the potential danger incidental to engaging in the Activities, are fully aware of the legal consequences of signing this waiver and have signed it voluntarily.

I further fully understand that my participation in the activities described above may expose me to the risk of personal injury, death, communicable diseases, illnesses, viruses, or property damage, including the novel coronavirus, COVID-19. I hereby acknowledge that I am voluntarily participating in this event/class and agree to assume any such risks.

**NOTE: as a Covid precaution, all volunteers must maintain social distancing and wear a face mask.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Volunteer Signature

\_\_\_\_\_  
Parent/Legal Guardian Signature if Volunteer is Under Age 18

APPROVED BY PROGRAM COORDINATOR:

\_\_\_\_\_  
Coordinator Signature

\_\_\_\_\_  
Coordinator Name (Printed)

APPROVED: \_\_\_\_\_  
City Department Head, Greg Grant

Date: \_\_\_\_\_