



Volunteer Event Waiver & Service Agreement

Event/Activity Title:		
EBRPD Event Leader:		Date:
Event Start Time:	Event End Time:	
Park/Location:		
Total # of Adults:	Total # of Youth:	Total Volunteer Hours:

1. EBRPD’s VOLUNTEER WAIVER & RELEASE OF LIABILITY & COVID-19 PRECAUTIONS

All participants are voluntarily partaking in an East Bay Regional Park Volunteer Program. Volunteers have read and agree to East Bay Regional Park District’s (EBRPD) [Volunteer COVID-19 Protocol](#), provided separately.

By signing below, participants acknowledge the extremely contagious nature of COVID-19 and the risk of becoming infected by the COVID-19 virus even when following all required precautions. Further, participants acknowledge EBRPD does not and cannot guarantee participants will not become infected with COVID-19 or any illness or injury while voluntarily participating in the planned activities.

Participants hereby acknowledge and agree to adhere to all COVID-19 precautions, such as **using a hand-sanitizing agent before using tools or shared materials and wash your hands with soap and water for 20 seconds after the event. Please consider wearing a face covering; Face covering, while not mandatory, can reduce exposure to COVID 19. When possible, maintain at least 6-foot distance from others.** Failure to comply with Park District COVID-19 screening protocols and other requirements may lead to termination of the volunteer work.

I hereby release, covenant not to sue, discharge, and hold harmless the EBRPD, its Board of Directors, officers, employees, agents, defend and representatives from any claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of or relating to the planned activities including but not limited to any illness, death, and loss of any kind by participating in planned activities related to COVID-19 or any illness or injury. Participants accept an assumption of risk that includes any claims based on the actions, omissions, or negligence of EBRPD, its Board of Directors, officers, employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any activity.

This Waiver and Release is contractual for this volunteer event only, and is on participants heirs, executors, administrators, assigns, and family members, and applies to all losses, whether known or unknown, suspected or unsuspected, related to participation in this activity.

2. PHOTO PREMISSION: Participants hereby grant permission to the EBRPD to use photographs and video of me taken during this activity on its website and in other publications, at the Park District’s sole discretion and without further consideration.

a. **Please mark here if permission is not granted and communicate your concerns with staff**

3. EBRPD's VOLUNTEER GROUP SERVICE AGREEMENT

The undersigned is a Volunteer of the East Bay Regional Park District (EBRPD) effective while participating in this *EBRPD* volunteer activity according to the Personnel Administrative Manual, Chapter III, Sec. C, No. 6, which reads:

"A volunteer employee is a person in an employee status pursuant to written agreement specifying uncompensated status. A volunteer will be deemed an employee for the District for the purposes of Division 4 of the Labor Code, for any injury sustained while engaged in the performance of any service under the direction and control of the Park District."

Volunteer Programs and Work Descriptions at East Bay Regional Parks:

Special Event Volunteers: This includes the annual celebrations of Martin Luther King Jr. Day of Service, Earth Day, and Coastal Cleanup. Special Event Volunteers help keep our shorelines and parks clean by removing litter, using sand sieves, and collecting large debris for Park District staff to remove. Volunteers also help with habitat restoration projects, like gardening, weeding, or spreading mulch. This will often involve the use of tools and equipment.

The potential hazards of this work may include, but are not limited to:

- Handling equipment and tools
- Possible exposure to both wild/domestic animals, and insects (hooves, horns, beaks, claws)
- Exposure to sun and heat illness
- Tripping hazards (slips, trips, and falls)
- Sharp or heavy objects
- Possible interaction with hazardous waste or chemicals
- Dehydration
- Pulled muscles, strains and/or sprains
- Skin irritation
- Poison Oak
- Tripping hazards (slips, trips and falls)
- Major or minor injury as a result of volunteer labor
- Working with other volunteers, park staff, the general public, and school aged children
- Exposure to soil and other organic matter (rocks and plants)
- Parasites and diseases
- Open flames and hot stoves
- Use of personal equipment, such as bikes
- Domestic animal use for both the Mounted Patrol and Dog Companion Patrol
- Exposure to wildfire smoke (Volunteer activities will be canceled if AQI is too high)

The recommended personal protective equipment (PPE) includes but is not limited to:

- Gloves. Depending on the project, volunteer work will require sturdy works gloves. Additionally, disposable gloves can also be worn for extra protection.
- Face covering
- Sunscreen
- Weather appropriate clothing and layers
- Sturdy closed-toe shoes
- Hat, eye wear, and other sun protection
- Refillable water bottles
- Personal tools if desired
- Any other equipment or materials you may need to protect your personal health and safety.

4. Assumption of Risk/Waiver

Volunteers understand the potential hazards of this work as they have been described and are unaware of any existing medical conditions which may be adversely affected by this work. Volunteer also agrees to indemnify, hold harmless, and defend EBRPD, its officers, employees, and agents from all liability and claims from any injury, damage, or loss, or from any other costs which may arise out of or in connection with any claims for bodily injury or property damage which may result from services I perform or by my use of the City’s property and/or facilities in connection with the performance of said services. By signing below, I agree, promise, and covenant not to sue, assert, or otherwise maintain or assert any claim against the EBRPD for any injury, death, illness, or disease, or damage arising from or connected with the services I have performed or may perform in the future.

5. EBRPD Volunteers who are minors

Volunteers of all ages have something to offer and are welcome. Minors are defined as individuals under the age of 18. They may register and become volunteers if they provide written consent from a parent or legal guardian. The EBRPD reserves the right to accept or deny any minor volunteer’s application based on: Program/operation needs, the applicant’s maturity and knowledge, the applicant’s demonstrated interest in County programs, and the availability of adult supervision.

Children under the age of 18 must have a signed permission by parent or legal guardian. Children under the age of 13 must be accompanied by an adult.

6. No Harassment; No Discrimination:

The EBRPD has a zero-tolerance policy regarding harassment and discrimination in the workplace. Employees, volunteers, vendors, visitors, and others are protected from and shall refrain from engaging in sexual harassment, harassment and retaliation of any kind, and discrimination related to civil rights protections. I/we acknowledge, agree, and understand that I/we shall abide by the standards set forth in these Terms; local, state, and federal laws; and County policies relating to sexual harassment, harassment, and discrimination.

7. Compliance with EBRPD Policies and Regulations:

Volunteers agree to comply with all terms, obey the law at all times, and work within all policies, regulations, directives, ordinances, and instructions, given by EBRPD Staff. Volunteers also agree to conduct themselves in a professional, courteous, and respectful manner, consistent with the same standards as established for EBRPD staff at all times.

Failure to follow or comply with the above protocols can result in the removal of the volunteer from the volunteer event.

Staff ONLY: I have explained to the volunteer(s) the Park District’s COVID-19 protocols, the possible hazards of this work, and the need for proper personal protective equipment.

EBRPD Staff Person

Date

Received by Volunteer Services?

By providing a signature below, the volunteer acknowledges they have read, understood, and in exchange for being able to volunteer will comply with the above statements.

Name of Volunteer (please print)	Phone Number and/or Email
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By providing a signature below, the volunteer acknowledges they have read, understood, and in exchange for being able to volunteer will comply with the above statements.

Name of Volunteer (please print)	Phone Number and/or Email
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By providing a signature below, the volunteer acknowledges they have read, understood, and in exchange for being able to volunteer will comply with the above statements.

Name of Volunteer (please print)	Phone Number and/or Email
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