

# CITY OF SPOKANE VOLUNTEER AGREEMENT WAIVER AND RELEASE

#### **APPLICATION**

The purpose of this Agreement, Waiver, and Release is to document the terms and conditions under which the Volunteer will be providing volunteer services to the City of Spokane.

Volunteer Information for:				Superv	visor		_	
□ Adult □	☐ Under 18 (Pa	arent signature	e required)			-		
Volunteer Name:				Da	ate of Applic	ation:		
Preferred Phone Contact: ( )			City:	Email	State	e: Zip:		
Address: City: State: Zip: Preferred Phone Contact: () Email:								
Goal or purpo	ose of your vol	unteer service	:					
Goal or purpose of your volunteer so Total desired commitment is		is	hours per		from	until _		
• •	Type of volunteer work desired							
☐ Athletic Fi			nternship -		☐ Sport			
☐ Aquatics 8			utdoor Recrea		☐ Therapeutic Recreation			
☐ Art Enrich			arks & Gardeni	ng	☐ Trail Maintenance			
☐ Business (	•	•	☐ Special Events		□ Other			
☐ Clerical ar	id Computer	□ S <sub>1</sub>	3 Special Interest		Describe:			
Previous Emr	lovment and/	or Volunteer F	xperience:					
•	•							
						PR):		
		,	, p	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		,.		
Are you comp	oleting require	d volunteer ho	ours for educat	ional credits o	r for court o	rdered commu	nity service?	
Are you completing required volunteer hours for educational credits or for court ordered community service?  ☐ Yes ☐ No If yes, please identify institution/organization:								
Age (optional): ☐ 14-18 ☐ 18-27 ☐ 28-37 ☐ 38-47 ☐ 48-60 ☐ 61-80 ☐ 81+								
Availability	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
Hours								
Emergency C	ontact: Name			Phone:	Phone: Relationship:		iship:	
J1 -							·	

### AGREEMENT AND WAIVER/RELEASE

AGREEMENT FOR NON-COMPENSATED SERVICES: I hereby volunteer my time and services to the City of Spokane, which in turn permits me to volunteer in the activity referenced above and/or utilize any City facility or equipment in connection with the volunteer activity listed above. It is further understood that this Agreement, Release, and Waiver shall not in any way constitute nor create an employer/employee relationship between the City of Spokane and the Volunteer. The City shall not be responsible for, nor liable for, nor shall

the applicant be eligible to receive, any compensation or benefits as a result of this Agreement. I agree to abide by all relevant City policies and procedures and to perform the volunteer services in a safe, responsible, manner in accordance with the descriptions of service.

**CONFIDENTIALITY AGREEMENT:** as volunteer of for the City of Spokane, I understand that I may be granted access to confidential information, including health information. I understand that I am granted this access only for the duration of my volunteer assignment, and that I must hold all such information in the strictest confidence, both during and after my volunteer assignment. When I must discuss or otherwise share confidential information in the course of my volunteer assignment, I will use discretion to ensure that I share that information only with those who have a need to know it to perform their duties and only to the extent necessary for them to do so.

#### I further understand that:

- 1. I hereby identify that I am capable of performing duties without accommodation, or with the following accommodation(s):
- 2. I am not to appear for volunteer service under the influence of alcohol or any illegal drugs. I agree to inform the supervisor at the beginning of the shift if taking any over-the-counter or prescription medications that may impair the ability to perform volunteer duties.
- 3. I will abide by all City policies regarding personal conduct while performing volunteer services.
- 4. I agree not to go beyond the scope of volunteer work agreed to without specific authorization in advance.
- 5. I will have training on any activity that I am unfamiliar with, learn the corresponding policies, and it is my responsibility to understand them completely or ask questions until I feel confident to perform them.
- 6. I hereby consent to first aid, emergency medical care and if necessary, admission to an accredited hospital when necessary for executing such care, for treatment of injuries that I may sustain while volunteering for the City of Spokane.
- 7. I understand that it is my obligation to have a health insurance policy in effect while volunteering for the City of Spokane and to otherwise be responsible for any and all medical expenses which may be incurred while participating in the volunteer activity.
- 8. I grant full permission to use any photographs, videotapes, video clips, or recordings for publicity purposes by the City of Spokane.

WAIVER AND HOLD HARMLESS: I am fully aware that the work associated with being a City of Spokane Volunteer involves certain risks of physical injury, property damage, or death. In consideration for the experience and other personal benefits gained by being permitted to volunteer for the City of Spokane, to the maximum extent permitted by law, I voluntarily assume all risks of bodily injury or property damage associated with participation. I agree to defend, indemnify, and save harmless the City of Spokane, its appointed and elected officers, employees, agents, and representatives from and against all loss or expense including but not limited to judgments, settlements, attorney fees, and costs for bodily injury, death, or property damage arising out of any act or omission under or in connection with my volunteering except only such injury as shall have been occasioned by the sole negligence of the City of Spokane, its appointed and elected officers, employees, agents, or representatives. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of the City of Spokane, its elected and appointed officers, employees, agents, or

the extent of the negligence of City of Spokane and that I healthcare-related benefits. (in Suspension of Volunteer Agreement of Voluntee	of the volunteer. For eave no claim to nitial) ement: I understand d that I am volur	ndemnify, defend, and hold harmless is valid and enforceable to Further, I understand that I am not an employee or agent of the any industrial insurance (i.e., workers compensation) or other————————————————————————————————————
INCLUSIVE AS PERMITTED BY NOTWITHSTANDING, THE BALA	WASHINGTON L ANCE SHALL CONT	RELEASE, AND WAIVER IS INTENDED TO BE AS BROAD AND AW AND THAT IF ANY PORTION THEREOF IS HELD INVALID, FINUE IN FULL LEGAL FORCE AND EFFECT. BY SIGNING BELOW, INVERSEAD THE FOREGOING TERMS, UNDERSTAND THEM FULLY,
This Agreement will be in effec	t for the duration	of my volunteering services beginning this date:
Dated this	day of	, 2018.
Volunteer's Signature		Volunteer's Name (print)

Parent or Guardian Signature

#### CHILD AND ADULT ABUSE INFORMATION DISCLOSURE FORM

The job for which you have applied may require unsupervised access to children under 16 years of age, to vulnerable adults or to developmentally disabled persons. The City will request from the Washington State Patrol information relative to any convictions you may have had of offenses against persons, adjudications of child abuse or disciplinary board final decisions.

"Crime against children or other persons" means a conviction of any of the following offenses: aggravated murder; first or second degree murder; first or second degree kidnapping; first, second, or third degree assault; first, second, or third degree assault of a child; first, second, or third degree rape of a child; first or second degree robbery; first degree arson; first degree burglary; first or second degree manslaughter; first or second degree extortion; indecent liberties; incest; vehicular homicide; first degree promoting prostitution; communication with a minor; unlawful imprisonment; simple assault; sexual exploitation of minors; first or second degree criminal mistreatment; endangerment with a controlled substance; child abuse or neglect as defined in RCW 26.44.020; first or second degree custodial interference; first or second degree custodial sexual misconduct; malicious harassment; first, second, or third degree child molestation; first or second degree sexual misconduct with a minor; patronizing a juvenile prostitute; child abandonment; promoting pornography; selling or distributing erotic material to a minor; custodial assault; violation of child abuse restraining order; child buying or selling; prostitution; felony indecent exposure; criminal abandonment; or any of these crimes as they may be renamed in the future.

"Crime relating to financial exploitation" means a conviction of any of the following offenses, if the victim was a vulnerable adult: first, second, or third degree extortion; first, second, or third degree theft; first or second degree robbery; forgery; or any of these crimes as they may be renamed in the future.

"Crime relating to drugs" means a conviction of a crime to manufacture, delivery, or possession with intent to manufacture or deliver a controlled substance.

We are also required to ask you the following questions:

Driver's License number

2.	Have you ever been found, under RCW 13.34.020(2)(b), to have sexually assaulted, exploited or physically abused any minor?						
3.							
4.							
	**************						
	I SWEAR, UNDER THE PENALTY OF PERJURY, THAT THE ANSWERS GIVEN ON THIS DISCLOSURE FORM HAVE BEEN MADE BY ME AND ARE TRUE AND CORRECT.						
Si	I SWEAR, UNDER THE PENALTY OF PERJURY, THAT THE ANSWERS GIVEN ON THIS						

You will be notified of our receipt of the State Patrol's response. This information shall be used only in making the initial employment decision and will not be further disseminated.

## **WASHINGTON STATE PATROL**

Identification and Criminal History Section PO Box 42633, Olympia WA 98504-2633



## REQUEST FOR CRIMINAL HISTORY INFORMATION CHILD/ADULT ABUSE INFORMATION ACT RCW 43.43.830 THROUGH 43.43.845

(Instructions on Reverse Side)

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REQUESTING AGENCY/ADDRESS CITY OF SPOKANE  Agency PARKS AND RECREATION  Attn 808 W SPOKANE FALLS BLVD.  Address SPOKANE, WA 99201 City/State/Zip  I certify this request is made pursuant to and for the purpose indicated  Authorized Signature DIRECTOR, PARKS & RECREATION (509) 625-6200 Title  Area Code/Phone Number	PURPOSE Check appropriate box  Educational School District (ESD)/School District Volunteer - no fee  Non-Profit Business/Organization - no fee (Excluding Schools & ESD's) Profit Business/Organization - \$35  Adoptive Parent - \$35  Fees: Make payable to Washington State Patrol by check, money order, or business account.  Notary letters certifying the results are available upon request. There is an additional \$5.00 processing fee per notary seal. Notarized Letter(s)					
APPLICANT OF INQUIRY (Please provide as much information as possible; name and date of birth are mandatory.)  Applicant's Name:  Last First Middle  Alias/Maiden Name(s):  Date of Birth:  Month/Day/Year  Social Security Number:  n/a  Optional)  Secondary dissemination of this criminal history record information response is prohibited unless in compliance with statute.						
As of this date, the applicant named below has no record pursuant to RCW 43.43.830 through 43.43.845.  City of Spokane Requesting Agency  Applicant's Signature  Address  City/State/Zip						