



# OREGON PARKS AND RECREATION DEPARTMENT

## VOLUNTEER SERVICE AGREEMENT & INSURANCE WAIVER for **INDIVIDUAL (Non-Host)**

As a volunteer working in a State of Oregon agency, you need to understand the scope of your assigned duties and the extent to which you are covered by State of Oregon insurance for liability and personal injury/illness. Please read the following carefully and sign below.

**Criminal History & Driver’s Record Check:** Depending upon the nature of and risk level associated with your volunteer assigned duties, you may or may not be subject to a criminal background and driver’s record check. Check with your supervisor for requirements. If you’ve been determined to be a “subject individual” and you’re currently volunteering, you must inform your supervisor at the earliest possible opportunity of any arrest or conviction occurring on or off duty.

**Tort Liability:** Volunteers will be protected from civil liability for injuries or damage to the person or property of others, during the date/time(s) of the service \_\_\_\_\_ (start date/time) until \_\_\_\_\_ (end date/time), and subject to the following general conditions:

1. You are working on a state agency task assigned by an authorized agency supervisor;
2. You limit your actions to the duties assigned; and
3. You perform your assigned tasks in good faith, and do not act in a manner that is reckless or with the intent to unlawfully inflict harm to others.

The conditions and limits of this protection are as stated in the Oregon Tort Claims Act, ORS 30.260-300, and Oregon Department of Administrative Services Risk Management Division Policy Manual, 125-7-202.

**Motor Vehicle Liability:** If you use a personally owned vehicle in the course of your duties, you are required to have automobile liability insurance to provide your primary coverage for any accidents involving that vehicle. State provided auto liability coverage will apply on a limited basis only after your primary coverage limits have been used.

**Volunteer-Owned Property:** If the volunteer chooses to use volunteer-owned property or equipment (for example: RVs, lawn mowers, golf carts) and it is damaged in the course of volunteer tasks, the State of Oregon is not liable for this damage. Use of this equipment is at the discretion of the Park Manager.

**Volunteer Injury Coverage: (Workers’ Compensation is NOT provided).** However, the agency has an injury protection plan to cover injuries of authorized volunteers. It is limited to only injuries due to an accident while performing volunteer duties. The state will pay medical treatment bills, disability, death and dismemberment benefits to the limits and under the terms and conditions described in Oregon Department of Administrative Services Risk Management Division Policy Manual, 125-7-204. If you are injured in a private vehicle, the owner’s insurance is responsible for your medical bills.

**Reporting Responsibility:** Any time you are involved in any accident or exposed to a potential liability situation while performing assigned duties, you must inform \_\_\_\_\_ (name) at \_\_\_\_\_ (phone) as soon as possible.

**Description of Assigned Duties (include description of equipment used and how it is to be used):** Please note if any document is attached or referred to for details or you may attach form 63400-2044a:

Cub Scouts group will assist with cutting and removal of English Ivy from trees located within Jasper State Recreation Site. Participants will use tools such as loppers and/or hand prunners to cut the ivy. The ivy will then be stripped off the trees and pulled back about six feet from the base of the trunks.
<b>Please bring a pair of work gloves to wear during the project.</b>
Volunteer assignment will take place during the week of July 18-21, 2017.

Attach additional sheets if necessary

**Read and Sign the Back Side of this Document**

**I HAVE READ AND UNDERSTAND THE ABOVE DUTIES AND CONDITIONS OF VOLUNTEER SERVICE.**

**Please Print**

<b>Name</b> (Last, First, M.I.)	<b>Telephone(s)</b>
<b>Address</b>	<b>Email Address</b>
<b>City, State, Zip</b>	<b>Signature and Date</b>

<b>2<sup>nd</sup> Name</b> (if applicable) (Last, First, M.I.)	<b>Telephone(s)</b> - indicate if different from above
<b>Address</b> - indicate if different from above	<b>E-Mail:</b>
<b>City, State, Zip</b>	<b>Signature &amp; Date</b>

<b>1<sup>st</sup> Person's Emergency Info:</b>	Name & Relationship	Telephone(s)
<b>2<sup>nd</sup> Person's or Alt. Emergency Info:</b>	Name & Relationship	Telephone(s)

**OPRD Staff Complete Below**

Agency Supervisor	Telephone
Park/Location	Date

**READ AND SIGN THE WAIVER AND RELEASE BELOW**

**OREGON PARKS AND RECREATION DEPARTMENT**

**AUTHORIZED STATE VOLUNTEER  
PARTIAL WAIVER AND RELEASE OF RIGHTS  
UNDER THE OREGON TORT CLAIMS ACT  
ORS 30.260-300**

**READ CAREFULLY**

As an authorized state volunteer performing activities on behalf of the State of Oregon, Oregon Parks and Recreation Department, I understand that the State of Oregon will provide limited medical and accidental death, dismemberment and disability coverage for me in the event I suffer injury due to an accident while performing volunteer duties. In exchange for the coverage, I, for myself, my heirs, executors, administrators and assigns, release and forever discharge the State of Oregon from any and all demands or claims for damage or injury, from any cause of suit or action, known or unknown, that I may have against the State of Oregon, and/or its officers, agents or employees, and from all liability under the Oregon Tort Claims Act, ORS 30.260-300, for any and all harm or damage to my health in any manner resulting from or arising out of my state volunteer activities.

This release does not extend to or waive any rights I may have under the Oregon Tort Claims Act, ORS 30.260-300, to defense and indemnification from any demand, claim, suit or action brought against me, or liability I may be subject to, or arising out of my authorized state volunteer activities.

In the event that I am injured while performing state volunteer activities, I will notify my agency supervisor and apply for injury coverage benefits.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**2<sup>nd</sup> Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Read the Front Side of this Document**