



OREGON PARKS AND RECREATION DEPARTMENT

Volunteer Service Agreement: Individual Volunteer

As a volunteer with a State of Oregon agency, you need to understand the scope of your hosting duties, your responsibilities, and expectations of service, and the extent to which you are covered by State of Oregon insurance for liability and personal injury/illness. This form identifies those expectations and requirements. ***If volunteer is under the age of 18, a parent or guardian must initial each section and sign on their behalf.***

Individual Volunteer

(Name of Volunteer: Last, First, M.I.)

(Name of Parent/Guardian: Last, First, M.I., if volunteer is under the age of 18)

Initial		Assigned Volunteer Tasks
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Volunteer duties vary from park to park. A volunteer assignment description will be provided for each volunteer assignment. Volunteers will perform agreed-upon volunteer assignment(s) to the best of a volunteer's mental and physical capability. Volunteers will speak to their supervisor in advance if there are any limitations and/or concerns about carrying out the tasks as described.

Initial		Criminal Background & Driver Record Check
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Due to the nature of and risk level associated this volunteer assignment, volunteers may be required to pass a criminal background check. A driver record check may also be required depending on your assigned tasks. Volunteers who incur moving violations, are involved in a motor vehicle accident or are convicted of a crime will notify their OPRD staff supervisor immediately, regardless of whether the incident happened while a volunteer was on or off duty.

Initial		Tort Liability
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You will be protected from civil liability for injuries or damage to the person or property of others, subject to the following general conditions:

- You are working on a state agency task assigned by an authorized agency supervisor;
- You limit your actions to the host tasks assigned; and
- 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.

Initial		Motor Vehicle Liability
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As a member of the Oregon Parks and Recreation Department (OPRD) volunteer program, I may be asked to perform some driving duties in my position assignment.

- If I use my private automobile in my volunteer duties, I declare that it will be of the private passenger type only, and in good mechanical condition. I will continuously maintain liability insurance, which meets state requirements under the financial responsibility laws of Oregon, and will not knowingly drive any uninsured vehicle in the course of my volunteer duties. I will notify my supervisor or manager, in advance, of all occasions that I will use my personal vehicle when performing volunteer duties. I will receive prior approval from an authorized manager for all travel reimbursement requests. Although approval may be issued through job description or written communication, the OPRD authorization form must be completed in advance for each trip.

- If I use an automobile registered to the State of Oregon in my volunteer duties, I agree that I will abide by all DAS rules and regulations for vehicle operation (i.e. no smoking in state vehicles, all persons riding in the vehicle are using seat belts or appropriate safety restraints, etc.). The automobile will be used exclusively for trips directly related to my volunteer assignment and not for personal purposes. I represent Oregon State Parks Volunteer Program while driving a State of Oregon Vehicle and will represent the program responsibly. I will request, in advance, permission from my supervisor to utilize any automobile registered to the State of Oregon before performing volunteer duties.
- When my assignment necessitates the use of either my private or a State of Oregon automobile, I understand that I will either furnish a certified complete copy of my motor vehicle record upon request or I authorize OPRD to conduct a driving record check to determine my eligibility to safely operate either a state owned or my private vehicle in the course my volunteering duties. I must endeavor to operate the vehicle in accordance with Oregon traffic laws. I will ensure that I have written agency approval for any family, friends, or pets riding with me. I understand that family members under 18 need additional approval from the Department of Administrative Services, while individuals under 18 are not permitted to ride. I will immediately notify my volunteer supervisor or manager if I am involved in an accident or convicted of a traffic violation.
- 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.

Initial

Code of Conduct and Service Expectations

Volunteers with Oregon Parks and Recreation Department, agree to uphold:

OPRD's standards of ethical conduct, including to:

1. Obey all laws of the United States, state and local jurisdiction in which you are volunteering.
2. Provide factual and correct information during the recruitment, selection and on-boarding process; volunteers will not misrepresent or omit information on volunteer application, agreement, criminal history or any other paperwork related to volunteer service.
3. Engage in OPRD permitted, non-partisan volunteer service; partisan activity to promote a particular candidate or one side of a political issue while on duty or representing OPRD is prohibited.
4. Sell and distribute only approved OPRD merchandise in designated park stores and sites, as instructed by OPRD staff.
5. Maintain ethical boundaries in relationships and while engaging with the public. Volunteers may not use their relationship or volunteer position with OPRD to solicit and receive special benefits, financial gain, loans, gifts of money or property, or use of products such as day-use passes, firewood, park recycling deposits etc. for themselves, family or friends. Such benefits include gifts from sources that might reasonably be expected to have a legislative or administrative interest in OPRD, or in any promise of future employment.

OPRD's volunteer service standards, including to:

1. Maintain a safe, harassment and violence-free (physical, sexual, or verbal) environment at all times. Use only words and gestures that respect the dignity and rights of all people; use of profanity, racial or ethnic slurs, physical force, threats, intimidation or any form of discrimination towards the public, other volunteers, employees, contractors, vendors or the family members of any of these individuals is strictly prohibited.
2. Abstain from use of alcohol, tobacco or illicit substances while engaged in volunteer service. Abstain from volunteering while under the influence of any medication or substance that impairs judgment or physical ability. When using tobacco products in off-service hours, use is confined to designated areas in parks.

3. Abstain from carrying personal weapons, including antique weapons, in the workplace and/or while engaged in volunteer service.
4. Not create publications, media, social media accounts, or make official public statements on behalf of OPRD; not to use the OPRD brand without explicit permission an OPRD manager.
5. Dress according to official volunteer uniform standards and only wearing the uniform while actively volunteering. Maintain the uniform and keep it in good condition. At the end of volunteer service, all uniform items will be returned to park staff.
6. Use state property in the performance of their volunteer assignment with permission and instruction from OPRD staff. Volunteers are not permitted to use state property for personal use, unless explicitly given permission by management. Personal equipment used for volunteer duties must be preapproved by OPRD staff.
7. Use a state vehicle or personal vehicle as part of volunteer service only if they have obtained official authorization from an OPRD manager.
8. Abstain from park enforcement activities. Volunteers are neither expected nor empowered to enforce OPRD park rules. Volunteers may advise, or educate the public on park rules, but may not engage in rule compliance. Prohibited enforcement activities include, but are not limited to: issuing compliance requests verbally or in writing and issuing violation notices.
9. Report all safety incidents, public safety violations, and emergencies to an OPRD staff member, and/or emergency services when necessary. Volunteers are not required to provide first aid or additional medical support in a safety or medical incident.
10. Engage in welcoming interactions with the public, staff, and other volunteers:
 - a. Volunteers must be respectful, courteous, considerate and professional towards the public, other volunteers, employees, contractors and vendors at all times.
 - b. Respect the cultural, religious and political views of others and refrain from personally imposing your cultural, religious and political views on others.
 - c. Offering medical, legal, or financial advice is prohibited.
11. Adhere to strict confidentiality when given access to sensitive information. Volunteers with access to confidential information, including that of other volunteers, employees, contractors, and visitors, agree to maintain strict confidentiality regarding confidential information for which they are responsible for and for the security of the confidential information to which they are granted access.

Initial		Photography, Video and Audio Model Release
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I grant OPRD and its legal representatives and assigns the irrevocable and unrestricted right to take, use, reuse, publish, and republish photos, video and audio of me, or in which I may be included, for restricted use in OPRD's marketing materials, including in print, online and any other medium; and to alter and composite the same without restriction and without my inspection or approval. I understand that once an image is posted to an OPRD website or other media outlet, the image can be downloaded by any computer user. I hereby release OPRD and its legal representatives and assigns from all claims and liability relating to said photographs. I acknowledge that participation is voluntary, and financial compensation will not be provided. I also acknowledge that the photographs, video and audio clips are the property of OPRD, and the photographer will not sell, distribute, or release said photographs, video or audio.

Initial		Revocation of Eligibility to Volunteer
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Your service as a volunteer is at-will and by mutual agreement. A volunteer may resign from service at any time. OPRD reserves the right to end a volunteer agreement if a volunteer violates any of the terms from the Volunteer Service Agreement or if it is no longer mutually beneficial to continue the volunteer service of an individual, group, or volunteer assignment.

Emergency Contact Information		
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(Full name, Relationship, Phone Number)

Youth Volunteers Only, Parent or Guardian Authorization

PARENT OR GUARDIAN'S AUTHORIZATION FOR MEDICAL CARE AND CONSENT TO AGREEMENT

READ CAREFULLY

I, _____, as a parent or legal guardian hereby grant permission for _____, to do volunteer work for the Oregon Parks and Recreation Department. In the event of an emergency, accident, or illness, I authorize the agency and its employees to administer emergency medical care to my child and/or, if deemed necessary, to secure medical services and incur expenses for which I will be responsible for payment. My signature below hereby represents that I have read, understand, and consent to this agreement.

(Signature of Volunteer or Parent/Guardian of Volunteer Under Age 18)

(Date)

Initial

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Partial Waiver and Release of Rights

**AUTHORIZED STATE VOLUNTEER PARTIAL WAIVER AND RELEASE OF RIGHTS
UNDER THE OREGON TORT CLAIMS ACT ORS 30.260-300
(Workers' Compensation Coverage)**

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 has secured Workers' Compensation insurance through the SAIF Corporation to provide workers' compensation benefits for me in the event that I suffer a compensable bodily injury or death within the course and scope of my authorized volunteer activities. In exchange for Workers' Compensation insurance coverage through the SAIF Corporation, 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 Workers' Compensation benefits.

By signing below, I acknowledge and accept the conditions of volunteer service as outlined in the above and referenced documents.

(Print Name of Volunteer or Parent/Guardian of Volunteer Under Age 18)

(Signature of Volunteer or Parent/Guardian of Volunteer Under Age 18)

(Date)

OPRD Staff		
	(Agency Representative)	Staff Signature or Initials
	(Park/Location/Division)	(Date)