

**CITY OF GARY WAIVER AGREEMENT FOR VOLUNTARY SERVICES &  
RELEASE OF LIABILITY**

The Agreement is made, by and between the City of Gary, a political subdivision of the State of Indiana (“City”) and \_\_\_\_\_ (“Volunteer”).

**PURPOSE:** The purpose of this Agreement is to outline the responsibilities of the City in providing volunteer opportunities, and to create an understanding between the City and the Volunteer.

This Agreement shall apply to persons voluntarily performing non-compensated services for the City, including but not limited to, non-compensated practical work experience, recreational programs, cleanup initiatives, academic internships, and any other type of volunteer activities.

**AGREEMENT FOR NON-COMPENSATED SERVICES:** The Volunteer agrees to abide by the information contained in the City of Gary Personnel Manual. The Volunteer agrees to perform the volunteer services in a safe, responsible manner in accordance with the description of work. 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 or the work or services performed pursuant to this Agreement.

**WHEREAS, I,** \_\_\_\_\_ being over the age of eighteen (18) or by consent of parent/guardian under the age of eighteen (18) has made a voluntary decision to assist the City of Gary and/or its sub-entities or departments during said period **between** \_\_\_\_\_ **to** \_\_\_\_\_ on a voluntary basis in the performance of city’s business;

**WHEREAS,** the City of Gary is willing to allow volunteers to operate within the confines of the City of Gary and pursuant to the scope of authority as defined by the City of Gary, and it’s sub-entities, and departments;

**WHEREAS,** the conduct performed within the performance of my assigned duties as a City of Gary volunteer constitutes potential liability for the City of Gary;

**WHEREAS,** the conduct can be also ascribed to authorized conduct, conduct incidental to authorized conduct, and conduct motivated to serve the City of Gary; and

**WHEREAS,** the acts and conduct done by a volunteer on their own initiative and not at the direction of the City shall be deemed to be outside the scope the of City of Gary and therefore noncompensable;

**NOW, THEREFORE,** in consideration of the permission given to participate on a voluntary basis as stated above, I hereby agree:

- \_\_\_\_\_ I am not an employee, agent, or contractor for the City.
- \_\_\_\_\_ Any injuries I may incur are not covered under the City's workers' compensation program.
- \_\_\_\_\_ In addition, I acknowledge that I will not be covered by the medical treatment and burial expense provisions of the workers' compensation law (IC 22-3-2 through IC 22-3-6) or the workers' occupational diseases law (IC 22-3-7).
- \_\_\_\_\_ I am not to appear for volunteer service under the influence of any illegal drug or alcohol.
- \_\_\_\_\_ I agree to inform my supervisor at the beginning of the shift if taking any over-the-counter or prescription medications which may impair my ability to perform volunteer duties.
- \_\_\_\_\_ I have and will abide by all City policies regarding personal conduct while performing volunteer services.
- \_\_\_\_\_ I agree not to go beyond the scope of volunteer work agreed to without authorization from the City and my participation will be limited to those activities and duties assigned to me.
- \_\_\_\_\_ I am to be trained 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.
- \_\_\_\_\_ I understand that I am to report any injury or illness that occurs during my volunteer service, no matter how minor, to my supervisor.
- \_\_\_\_\_ I give permission to have my photo taken and name used by the City.
- \_\_\_\_\_ I authorize any necessary emergency treatment that might be required in the event of physical injury and/or accident to me while participating in the program.
- \_\_\_\_\_ I will promptly report and questions or concerns to my supervisor.

**TERMINATION:** I understand that this Agreement may be terminated by either party upon written notice by either party, and that I am volunteering my services at will and may be asked to discontinue such without prior notice or reason.

**WAIVER AND HOLD HARMLESS:** I am fully aware that the work associated with being a City Volunteer involves certain risks of physical injury or death. Being fully informed as to these risks and in consideration of my being allowed to participate in the City's Volunteer Program, I hereby assume all risk of injury, damage and harm to myself arising from such activities or use of City facilities. I also hereby individually and on behalf of my heirs, executors and assignees, indemnify and hold harmless the City, its officials, employees and agents and release and waive any right of recovery I might have to bring a claim or a lawsuit against them for any personal injury, death, or other consequences occurring to me arising out of my volunteer activities.

**LIABILITY COVERAGE:** I understand that the City is self-insured for liability coverage. However, Volunteers performing within the scope of their assigned duties as authorized by the City are not afforded the same coverage as City employees. I am fully aware my intentional misconduct or gross negligence as a volunteer is not protected or covered by the City. I expressly agree this liability waiver is intended to be broad and inclusive as is permitted by Indiana law, and if any portion is later held invalid, the balance will continue in full legal effect and force.

This agreement will be in effect for the duration of my volunteer services beginning this date.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**SIGNATURE:**

\_\_\_\_\_  
Volunteer Name (Please Print)

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Telephone # / Email

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date of Birth

Hours required: \_\_\_\_\_

**SUPERVISOR:**

\_\_\_\_\_  
Supervisor Name (Please Print)

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department

\_\_\_\_\_  
Address

**If under eighteen years of age, consent must be given by:**

\_\_\_\_\_  
Parent / Guardian (Please Print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Parent / Guardian Signature

\_\_\_\_\_  
Telephone # / Email

\_\_\_\_\_  
Date

\_\_\_\_\_  
Relationship to Volunteer

**EMERGENCY CONTACT:**

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Telephone #