

AGREEMENT REGARDING VOLUNTEER LIABILITY AND INDEMNITY

The City of Homer ("City") encourages and supports volunteers. As a volunteer, I have an important role in providing services and programs to the public.

I want to serve and to help the City by working as a Campsite Host volunteer. After I become a volunteer, the City will provide me with support, supervision, training, and supplies for me to accomplish my assigned tasks.

While I am serving as a volunteer, the City will provide me with the same protection from civil liability that it provides to City employees. Except as stated below, the City will indemnify and hold me harmless from personal liability for damages and penalties which allegedly arise from my acts or omissions in the course and scope of my service as a volunteer for the City. However, the City's obligation to indemnify and hold me harmless does not apply to any of the following: (1) my criminal misconduct; (2) claims against me by or on behalf of the City; (3) punitive damage awards; (4) damages resulting from my acts or omissions done maliciously or with willful intent to cause harm; or (5) damages resulting from my bad faith conduct.

In consideration of the above, I do freely, voluntarily, and without duress, agree to the following:

1. Waiver, release and indemnity. Except to the extent that I am entitled to indemnity from the City as described above, I (1) release, waive, discharge and covenant not to sue the City and its present and former officers, employees and agents from any and all liability to me for death, personal injury or property damage resulting from my activities as a volunteer for the City; and (2) agree to indemnify and hold harmless the City and its present and former officers, employees and agents from any and all claims by others for death, personal injury or property damage resulting from my activities as a volunteer for the City.

2. Medical treatment. I release and discharge the City from any claim or liability arising from any first aid, medical treatment, or service rendered to me.

3. Insurance. With regard to my service as a volunteer, the City is not providing me with any life, health, medical or disability insurance coverage. IT IS MY RESPONSIBILITY AS A VOLUNTEER TO PROVIDE MY OWN LIFE, HEALTH, MEDICAL AND DISABILITY INSURANCE. I understand that while serving as a volunteer for the City I may not be eligible for workers' compensation, or covered by the City's workers' compensation insurance.

4. Photographic release. I grant the City the right to use photographic images and video or audio recordings of me serving as a volunteer for the City, including royalties, proceeds or other benefits from the use of the photographs or recordings.

5. Background check. I agree to the City obtaining a criminal history check on me before my appointment as a volunteer, and agree to provide the City with identifying information that is necessary for this purpose.

6. Discrimination laws. In serving as a volunteer I will comply with City, state and federal laws that forbid discrimination in employment, education, housing, public accommodation, law enforcement or public service based on a person's religion, race, color, national origin, age, sex, marital status or disability.

7. In-kind service. The City may be eligible for grants that require the City to match grant funds, including with in-kind services. I agree that the City may use my volunteer time as an in-kind service match for grant funding.

8. Interpretation. I agree that the releases that I have given above are intended to be as broad and inclusive as permitted by the laws of Alaska. This agreement will be governed by and interpreted according to the laws of Alaska. If any part of this agreement is ruled invalid by a court, the other parts will remain valid and continue to be in effect.

VOLUNTEER

DATE(S) VOLUNTEERING

LOCATION

Print Name

Signature