

Volunteer Waiver

As a volunteer working at City of Newport, you need to have an understanding of the extent to which you are covered by insurance for liability and personal injury or illness. Please read the following carefully and sign below.

TORT LIABILITY

City of Newport will indemnify and defend you against civil actions for injuries or damage to the person or property of others, subject to the following general conditions:

- You are working on a task assigned by an authorized City of Newport supervisor for the benefit of City of Newport
- You limit your actions to the duties assigned (defined in the assigned duties section below).
- You perform your assigned duties 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 stated in the Oregon Tort Claims Act, ORS 30.260 – 30.300.

MOTOR VEHICLE LIABILITY

If you use a personally owned vehicle in the course of your duties, you are required to have automobile liability insurance in accordance with Oregon law. Your personal insurance will provide your primary coverage for any accidents involving the personally owned vehicle you are driving. State provided automobile liability coverage may apply on a limited basis only after your primary coverage limits have been used and only where the indemnification conditions set forth above are applicable. You **MUST** possess a valid driver's license.

VOLUNTEER INJURY COVERAGE (VIC)

Workers' compensation coverage is provided. The City of Newport has an injury protection plan to cover injuries of authorized volunteers. It is limited to injuries resulting from the volunteer acting within the course and scope of his/her assigned duties.

REPORTING RESPONSIBILITY

Any time you are involved in any accident or injury to person or property while performing assigned duties, you **MUST** inform your immediate supervisor as soon as possible.

WAIVER OF LIABILITY

As an authorized volunteer for City of Newport I understand that City of Newport will provide workers' compensation coverage for me in the event I suffer injury due to an accident while performing authorized volunteer duties. In exchange for the coverage, I, for myself, my heirs, executors, administrators and assigns, release and forever discharge City of Newport 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 City of Newport or its officers, elected officials, agents or employees, and from all liability under the Oregon Tort Claims Act, ORS 30.260 – 30.300, for any and all harm or damage to my health in any matter resulting from or arising out of my volunteer activities. This release does not extend to or waive any rights I may have under the Oregon Tort Claims Act, ORS 30.260 – 30.300 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 volunteer activities.

I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS OF VOLUNTEER SERVICE AND WAIVER OF LIABILITY. I CERTIFY THAT ANY PERSONALLY OWNED VEHICLE USED IN THE COURSE OF MY VOLUNTEER DUTIES ARE INSURED IN ACCORDANCE WITH OREGON INSURANCE REQUIREMENTS.

I AGREE AND ACKNOWLEDGE THAT MY PARTICIPATION AS A VOLUNTEER FOR THE CITY OF NEWPORT FIRE DEPARTMENT IS COMPLETELY VOLUNTARY AND THAT I HAVE NEITHER RECEIVED NOR EXPECT TO RECEIVE ANY COMPENSATION (OTHER THAN A SMALL STIPEND) OR OTHER BENEFIT FOR MY PARTICIPATION AS A VOLUNTEER.

I UNDERSTAND THAT IN ORDER TO RECEIVE THE PROTECTIONS SET FORTH IN THIS AGREEMENT; THE FOLLOWING MUST BE COMPLETED AND APPROVED BY AN AUTHORIZED REPRESENTATIVE OF THE CITY OF NEWPORT.

Name		Home Phone	
Address		Alt. Phone	
City/ST/Zip		Email	
Driver's License Number		Auto Insurance Company/Policy No.	
Signature		Date	
Supervisor Name		Phone	

REQUIRED FOR ALL MINORS:

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

I, _____, as parent or legal guardian hereby grant permission for to do volunteer work City of Newport. In the event of an emergency, accident, or illness, I authorize City of Newport and its employees to administer emergency medical care to my child and/or, if deemed necessary, to secure emergency 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: _____ **Date:** _____

Note: Complete a new form each year for volunteer service that continues into the next fiscal year or when volunteer duties change.