

Waiver of Liability Sign-in & Release from Liability Agreement

| Site Location: | Date: |
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Volunteer Group (if applicable): \_\_\_\_\_

As a volunteer you need to understand the extent to which you are covered for liability or personal injury while performing volunteer work at Lane County Parks. Please read the following carefully before signing.

Assigned Duties. As a volunteer you are only authorized to perform work on the day or dates stated above, and exclusively at the direction of a Lane County Parks supervisor. Such work must be within the scope of work and policy contained on the reverse of this form. Any self-directed or unauthorized work is strictly prohibited by the County.

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

1. You are working on a task assigned by an authorized Lane County supervisor;

2. You limit your actions to the duties assigned;

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; and

The conditions and limits of this protection are as stated in the Oregon Tort Claims Act, ORS 30.260-300.

Volunteer Injury Workers Compensation Coverage is not provided. However, the County 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. If you are injured in a private vehicle, the owner's insurance is responsible for your medical bills. If the County should acquire Workers' Compensation Coverage, that coverage shall be primary.

Partial Waiver and Release. As an authorized volunteer of Lane County, I understand that the County 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 Lane County 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 Lane County, 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 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 volunteer activities.

**Reporting Responsibility.** In the event that I am injured, involved in any accident, or exposed to a potential liability situation while performing assigned duties, I will inform the authorized Lane County Parks staff member supervising the work and Lane County Risk Management at (541) 682-3971 or by email to <u>LCRISKMG@co.lane.or.us</u> within 5 working days, and apply for injury coverage benefits.

**Photography Release.** I give Lane County Government permission to use my likeness, name, position and information about myself for the purpose of public relations concerning Lane County. This may include my appearance on TV, radio, in public or my picture and/or a story about me in electronic or paper print identifying me as a participant in any Lane County program.

By signing below I represent that I am at least 18 years of age, and have read, understand, and consent to this Agreement. I understand that I will be provided with a personal copy of this Agreement form upon request.

|   | Name | Signature | Email | Phone Number | Time In | Time Out |
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Description of project accomplishments: (please use approximate #'s of trees planted, cubic yards, feet of trail etc.)