



## City of Temple Volunteer Agreement

Please read this agreement carefully so that you fully understand your role or your child's role and duties as a volunteer.

The City of Temple (the "City") very much appreciates your willingness and commitment to donating your time and talents to the City. Volunteers make a significant difference and we thank you for your participation in any and all volunteer activities. As a volunteer, you serve as an ambassador of the City and are expected to comply with applicable policies, procedures, and guidelines designed to maintain a positive image of the City and to facilitate safe and efficient use of volunteer services. Persons wishing to volunteer for the City must agree and comply with the following terms and conditions:

I agree to serve as a volunteer for the City of Temple. I will observe the ordinances, policies and procedures of the City while I am volunteering. I agree and understand that I am responsible for complying with supervisory directives from City staff or staff from other organizations who are jointly running any event/program which I agree to volunteer for. I understand that I may terminate my volunteer services for the City at any time and for any reason or no reason at all, with or without notice, and the City retains the same right.

Each volunteer is solely responsible for determining if he/she is physically fit and/or properly skilled for any volunteer activity. It is always advisable, especially if the volunteer is pregnant, disabled in any way or recently suffered an illness, injury or impairment, to consult a physician before undertaking any physical activity.

### WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

Please read this language carefully and be aware that in consideration for providing volunteer services, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you or your minor child/ward may sustain as a result of participating in any and all activities connected with and associated with your (or your minor child/ward's) volunteer services (including transportation services, when provided).

This Waiver and Release is executed by me, on my behalf and on behalf of my minor child/ward, in favor of the City of Temple and its directors, officers, employees, and agents. I (or my minor child/ward) desire to volunteer for the City of Temple, and I hereby freely and voluntarily, without duress, execute this Waiver under the following terms:

1. **Waiver and release.** I, on behalf of myself or my minor child, as well as my heirs, executors, administrators, successors and assigns do hereby forever release and hold harmless the City of Temple, its officers, employees, agents, and assigns from any liability for all claims, demands, injuries, actions, or causes of actions, whether at common law or by statute, to me or my child or property arising out of or connected with participation in this program/event, including all claims for injury or illness (up to and including death) or loss, whether to persons or property (including loss of use). I also hereby agree to indemnify the City and its employees, officers, agents, and assigns for any claims which are advanced by me or on my behalf, or as a result of any injury, illness, or loss which I may incur from my, or my child's participation in this event. This waiver and indemnity agreement extends to all expenses, including damages, court costs, and attorney's fees, whether or not such claim arises in whole or in part from the intentional or negligent acts or omissions of the City of Temple, its officers, employees, agents, or assigns.
2. **Medical Treatment.** I hereby release and forever discharge City of Temple from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my participation in any volunteer activity.
3. **Assumption of the Risk.** I understand that my participation in the Project may include activities that may be hazardous to me. I hereby expressly and specifically assume the risk of injury or harm in these activities and release City of Temple from all liability for injury, illness, death, or property damage resulting from the activities or in relation to my (or my minor child/ward's) participation in any volunteer activity. I understand that the nature of any volunteer activity may cause me (or my minor child/ward) to be exposed to potentially dangerous activities. I freely and expressly assume all risk associated with my (or my minor child/ward's) participation in any volunteer activity.
4. **Photographic Release.** I grant and convey unto City of Temple all right, title, and interest in any and all photographic images and video or audio recordings made by City of Temple during my (or my minor child/ward's) participation in any volunteer activity. I give permission for any photographs taken during the volunteer activities to be used for promotional purposes by the City of Temple now and in the future.
5. **Other.** I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the State of Texas in the United States of America, and that this Waiver shall be governed by and interpreted in accordance with the laws of the State of Texas. I agree that in the event that any clause or provision of this Waiver shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.



6. **Covid.** My, or my minor child's, participation in the event may involve a risk of injury, illness, or death including exposure to pandemic illness, including COVID-19. I understand that COVID-19 has been declared a worldwide pandemic, is extremely contagious, and is believed to be spread primarily from person-to-person contact. While the City has taken measures to reduce the spread of COVID-19, I acknowledge and agree the City cannot guarantee that I or my child/children will not become infected with COVID-19 and I understand and affirm that attending this event could increase the risk of contracting COVID-19 or other illness. By signing this document, I voluntarily assume all risk and liability for exposure or infection from COVID-19 that I or my child/children might incur and acknowledge that such exposure may result in personal injury, illness, permanent disability and death. I agree and acknowledge that the release, waiver and indemnification agreement contained herein specifically includes any claim, demand, liability, cost, suit, charge or compensation for loss or injury of any kind arising out of or related to COVID-19.

I have read and understand the above agreement and waiver and release of all claims and assumption of risk and agree to its terms. If submitting information on-line or via fax, my on-line e-mail or facsimile signature shall substitute for and have the same legal effect as an original form signature. \_\_\_\_\_ (initial here)

➔ Have you or your child who is volunteering ever been convicted of a sex offense?  YES  NO

**PLEASE PRINT VOLUNTEER INFO. CLEARLY - (THIS DOCUMENT MUST BE COMPLETED ANNUALLY- expires Dec 31<sup>st</sup> of current year)**

FIRST NAME		LAST NAME		AGE
				<input type="radio"/> 12 - 14 years *needs a guardian <input type="radio"/> 15 - 17 years <input type="radio"/> 18+
ADDRESS		CITY	State	ZIP
PHONE #		E-MAIL ADDRESS		
EMERGENCY CONTACT'S NAME		PHONE NUMBER		

<b>*GUARDIAN DESIGNATION (Volunteers age 12-14 must be a supervised by someone who is 16+ years of age)</b>	
<input type="radio"/> I will be my child's designated supervisor <input type="radio"/> I designate and give permission for the individual identified below to serve as the supervisor to my child	
PRINT NAME of individual designated as Supervisor _____ <input type="radio"/> 16-17 years of age <input type="radio"/> 18+ years of age First Name _____ Last Name _____ <i>Designated supervisor for volunteers age 12-14 must also complete their own Volunteer Agreement.</i>	
<b>SIGNATURE REQUIRED</b>	<b>DATE</b>
_____ <i>If above listed volunteer is under 18 Parent or Guardian must sign</i>	_____

<b><u>CONSENT TO VOLUNTEER FOR A MINOR</u></b>	
I, the undersigned parent or legal guardian of _____, a minor, hereby consent to his or her volunteering for the City of Temple, Texas, in the position of _____. Signed this the ___ day of _____, 20___.	
<b>Parent or Guardian Signature</b>	
State of Texas	§
County of Bell	§
This instrument was acknowledged before me on the _____ day of _____, 20__, by _____.	
_____ <b>Notary Public, State of Texas</b>	

**DPS Computerized Criminal History (CCH) Verification**  
**(AGENCY COPY)**

I, \_\_\_\_\_, acknowledge that a Computerized Criminal

APPLICANT or EMPLOYEE NAME (Please print)

History (CCH) check may be performed by accessing the Texas Department of Public Safety Secure Website and may be based on name and DOB identifiers. (This is not a consent form, but serves as information for the applicant.) Authority for this agency to access an individual's criminal history data may be found in Texas Government Code 411; Subchapter F.

Name-based information is not an exact search and only fingerprint record searches represent true identification to criminal history record information (CHRI), therefore the organization conducting the criminal history check is not allowed to discuss with me any CHRI obtained using the name and DOB method. The agency may request that I also have a fingerprint search performed to clear any misidentification based on the result of the name and DOB search.

In order to complete the fingerprint process I must make an appointment with the Fingerprint Applicant Services of Texas (FAST) as instructed online at [www.dps.texas.gov /Crime Records Information/Review of Personal Criminal History](http://www.dps.texas.gov/CrimeRecordsInformation/ReviewofPersonalCriminalHistory) or by calling the DPS Program Vendor at 1-888-467-2080, submit a full and complete set of fingerprints, request a copy be sent to the agency listed below, and pay a fee of \$25.00 to the fingerprinting services company.

Once this process is completed the information on my fingerprint criminal history record may be discussed with me.

**(This copy must remain on file by this agency. Required for future DPS Audits)**

\_\_\_\_\_  
Signature of Applicant or Employee (optional)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency Name (Please print)

\_\_\_\_\_  
Agency Representative Name (Please print)

\_\_\_\_\_  
Signature of Agency Representative

\_\_\_\_\_  
Date

<b>Please:</b>	
<b>Check and Initial each Applicable Space</b>	
CCH Report Printed:	
YES _____	NO _____ initial
Purpose of CCH: _____	
Empl ___	Vol/Contractor ___ initial
Date Printed: _____	_____ initial
Destroyed Date: _____	_____ initial
<b>Retain in your files</b>	



**CONSENT FOR CRIMINAL BACKGROUND HISTORY CHECK  
AUTHORIZATION/WAIVER/INDEMNITY**

**Each applicant, staff member or volunteer who is to be screened must sign an authorization/waiver/indemnity form, giving approval for the City of Temple to perform the criminal background search.**

*I, the undersigned, hereby give my permission for the City of Temple to obtain information relating to my criminal history record. The criminal history record, as received from the reporting agencies, may include arrest and conviction data, as well as, plea bargains, deferred adjudications and delinquent conduct committed as a juvenile. Information obtained may also include any charges pending or not disposed of. I understand that this information will be used, in part, to determine my eligibility for an employment/volunteer position with this organization. I also understand that as long as I remain an employee or volunteer here, the criminal history records check may be repeated at any time.*

*I, the undersigned, do, for myself, my heirs, executors and administrators, hereby remise, release and forever discharge and agree to indemnify the City of Temple, its officers, directors, employees and agents, and hold them harmless from and against any and all courses of actions, suits, liabilities, costs, debts and sums of money, claims and demands whatsoever including claims for negligence, gross negligence, and/or strict liability of the City of Temple and any and all related attorneys' fees, court costs, and other expenses resulting from the investigation of my background in connection with my application to become a volunteer or employee.*

*It is my understanding that the City of Temple will rely on information provided by the Texas Department of Public Safety, Bell County, City of Temple Municipal Court, and City of Temple Police Department. I understand that the City of Temple will not release my record to me, nor discuss anything contained thereon with me, and that if I have questions regarding the information contained therein, I must contact the reporting agencies in order to clarify such information.*

*I understand that this form in no way constitutes legal advice, and that if I require any legal advice, it shall be obtained privately and at my own expense.*

\_\_\_\_\_  
Applicant Printed Name

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
DL#

\_\_\_\_\_  
State

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

### **Automatic Disqualifiers**

It is the policy of the City of Temple to automatically exclude all volunteer applicants whose records are shown to have the following:

1. All sex offenses – regardless of the amount of time since offense;
2. All felony violence – regardless of the amount of time since offense;
3. All felony offenses other than violence or sex within the past ten (10) years;
4. All misdemeanor violence offenses within the past seven (7) years;
5. All misdemeanor drug and alcohol offenses within the past five (5) years or multiple offenses in the past ten (10) years; and
6. Any charges pending or not disposed of that fall within the categories above.

The City of Temple reserves the right to disallow other types of offenses if such offense is shown to be a concern for the type of work performed.