

TOWN OF BERNALILLO VOLUNTEER LIABILITY WAIVER AND AGREEMENT

By signing below, I, the volunteer (or volunteer's legal guardian), acknowledge that entry into this agreement ("Agreement") is in consideration of my participation as a volunteer for the Town of Bernalillo (the "Town"), and confirm my understanding and agreement to the following:

Policies and Safety Rules

I will comply with the Town's volunteer policies, safety rules, conduct expectations, and other directions. I understand that Town does not tolerate discrimination, bullying, harassment, threatening behavior, or violence of any kind. I understand that noncompliance may result in termination of my volunteer status.

Volunteer Not an Employee

I understand that (a) I am not an employee of the Town, (b) I will not be paid for my participation, and (c) I am not covered by or eligible for any Town's insurance, health care, worker's compensation, or other benefits. I understand that the Town may terminate my volunteer status at any time, for any or no reason.

Risks Associated with Volunteering

Volunteering for the Town has risks. These risks may arise in a variety of ways. They include, without limitation: my lifting heavy objects or otherwise exerting myself and interacting with and being in the presence of other volunteers, visitors and other people. I understand that these risks include risks of injury, illness, death, and property damage or loss, and that they may arise from my own actions or from the actions of others at, or near Town's facilities or encountered when traveling for the Town activities offsite. I also understand that even if the Town, I, and other persons present at the Town facilities follow all health and safety protocols, I may still be exposed to COVID-19 or other infectious diseases.

Awareness and Assumption of Risk

I understand the information above and confirm and acknowledge that these are risks associated with volunteering. With such information and awareness, and with the recognition that other factors may create additional such risks, I knowingly, freely, and voluntarily: (a) sign up to volunteer for the Town; (b) engage in volunteer activities; and (c) assume and accept the risks of all injury, death, property damage or loss, financial obligation, loss of privacy, loss of reputation, and all other injuries and other consequences, whether known or unknown, whether foreseen or unforeseeable, and whether incurred at Town facilities or elsewhere, that may result, directly or indirectly, from my presence at Town facilities or participation as a Town volunteer, regardless of the cause.

Waiver and Release of Claims

I waive and release the Town, its Mayor, City Councilors, employees, agents, employees, attorneys, volunteers, and affiliates (collectively, "Town Parties") from any and all liability, claims, costs, and expenses of any kind and of whatever nature which I or my heirs, next of kin, or legal representatives may have or which may later accrue, caused by or arising directly or indirectly from my presence at Town facilities or participation in Town activities. This release and waiver include, in each such case, all claims in respect of the risks noted above, known and unknown, foreseen and unforeseeable, regardless of the cause or whether such claims arise from tort, contract, or otherwise, and even if caused by negligence, whether passive or active. I will not sue any of the Town Parties on the basis of these waived and released claims.

Disclosure of Medical Conditions

I understand that I am solely responsible for knowing my own physical condition and making my own decision about volunteering. I have disclosed all medications and conditions relevant to my participation to my supervisor or other staff at the Town. I understand that the Town needs such information because some medication side effects, or medical conditions could affect my safety or that of others at the Town. I consent to the Town sharing this information with health professionals or first responders should I become ill or injured while at Town facilities.

Medical Care Consent and Waiver

I authorize the Town to provide me with first aid and to arrange medical assistance, transportation, and emergency medical services for me if I get hurt while volunteering. I understand that the Town is not obligated to provide this care. I also understand that I am solely responsible for any costs related to my medical treatment and transport, and that the Town does not provide health, medical, disability, or other insurance coverage for me.

Confidentiality

I may have access to the Town’s confidential information. At all times during and after my participation, I agree to hold any such confidential information in confidence and not disclose or use it except as the Town expressly authorizes.

Assignment of Work Product

I grant full rights to the Town in any reports, brochures, website content, photos, images, videos, or other materials or works I may create in the course of volunteer activities, and any intellectual property rights in or derivatives of such materials.

Use by Client of My Name and Image

I understand that the Town may take photos or videos of me. I consent to use by the Town of my image, voice, name, and story, and of images of any works I may create as a volunteer (collectively, “Materials”), in the Town’s digital and print promotional, fundraising, educational, and other communications. The Town may use the Materials without obtaining my approval or paying me for such use. I grant the Town all copyrights in and waive any legal claims relating to the Materials, including those relating to copyright, rights of publicity or privacy, or defamation, or arising from any distortion, blurring, or alteration that may occur in the making, editing, or use of the Materials.

General Provisions

I understand that this Agreement will be binding for so long as I am a volunteer at the Town. This Agreement will run in favor of, and may be enforced by, each of the Town Parties, and will bind my heirs, next of kin, and legal representatives. This Agreement will be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the other terms remain effective. This Agreement will be governed by New Mexico law and any dispute must be filed in a Court in Sandoval County

- I affirm that I am of legal age and able to sign on my own behalf and am freely signing this Agreement. **I have read this Agreement and fully understand that by signing this Agreement, I am giving up legal rights** and remedies that may be available to me and to other persons.
- I affirm that I am the parent or legal guardian of the participant and am freely signing this document on their behalf. I certify that I have the authority to sign on behalf of the participant and to make decisions for the participant regarding volunteering. I also waive and release Town Parties from any and all liability, claims, costs, and damages of any kind which I may have resulting or arising directly or indirectly from the participant’s participation in volunteering. **I have read this Agreement and fully understand that by signing this Agreement, I am giving up legal rights** and remedies that may be available to the participant, to me, and to other persons.

Signature (of parent/guardian, if applicable)

Print name

Emergency contact name

Participant name (if parent/guardian signs)

Date

Emergency contact phone