



VOLUNTEER WAIVER AGREEMENT

Please Read Carefully, Sign and Return to Washington County

I desire to participate in one or more volunteer activities either partially or wholly sponsored, directed, organized or conducted by Washington County, Oregon. In exchange for the opportunity to participate in voluntary activities, I hereby irrevocably and unconditionally warrant and agree for myself and my heirs, estate and insurers, as follows.

- 1. ASSUMPTION OF RISK.** When participating in the volunteer activity, I will assess each situation for my personal safety and will bring any safety concerns to the County employee who is managing the activity. I have the ability to refuse to participate or attend until the conditions are corrected to my satisfaction. I understand that participation in a volunteer activity may involve some inherent risks and dangers of accidents, property loss or damage, serious personal and bodily injury, death, and severe social and economic losses. These may result not only from my own actions, inactions, or negligence, but the actions, inactions, or negligence of others. Further, there may be other risks not known to me or reasonably foreseeable at this time. I understand and I have considered and evaluated the nature, scope, and extent of the risks involved, and I voluntarily and freely choose to assume these risks. I warrant that I am physically and mentally able to fully participate in the volunteer activity. ***I consent to treatment in the event of an emergency or other incident in which, in the reasonable judgment of the on-site personnel, I require medical care. I further agree to pay all costs associated with such medical care if an injury I sustain is found to not be compensable under the County's workers' compensation coverage afforded to volunteers, and to indemnify and hold harmless the Released Parties from any costs or claims arising from such medical care.***
- 2. RELEASE FROM LIABILITY.** I understand that Washington County, Oregon may provide limited medical, accidental death and dismemberment coverage for me due to an accidental injury while performing volunteer duties. In exchange for the coverage, I, for myself, my heirs, executors, administrators and assigns, release and forever discharge Washington County, Oregon, and/or its officers, agents and employees 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 Washington County, Oregon, and/or its officers 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 manner resulting from or arising out of my volunteer activities for Washington County. 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 County volunteer activities.
- 3. MEDICAL EXPENSE NOTIFICATION OF NON-COMPENSIBLE INJURY.** I will pay my own medical emergency expenses and all subsequent medical expenses resulting from any illness, accident, or injury in connection with the volunteer activity if the incident is found to be not compensable under the workers' compensation coverage the County provides to its volunteers. If I become ill, involved in an accident or injured during the volunteer activity, I will promptly report such illness, accident or injury to a Washington County supervisor.

4. **INDEMNIFICATION.** I agree to be responsible for my own actions that are outside the scope of volunteer activities. As such I will defend and indemnify Washington County, its officers, employees and agents from any claim or cause of action against Washington County arising out of my actions outside the scope of the volunteer activities. If I am acting within the scope of volunteer activities, I understand that Washington County will defend and indemnify me from any claim or cause of action for which I am named.

5. **VALIDITY.** If any portion of this Waiver is held to be invalid or unenforceable, all other provisions shall nevertheless continue to be valid and enforceable. This Agreement supersedes any oral or written statements made by or to me in connection with volunteering. I understand that I cannot terminate, cancel, or revoke this Waiver Agreement for any reason.

I certify that I am over the age of majority (18 years of age in Oregon) or my parent/guardian has also signed below.

I HAVE READ THIS WAIVER AGREEMENT CAREFULLY, FULLY UNDERSTAND ITS CONTENT, AND VOLUNTARILY AGREE TO ITS TERMS.

VOLUNTEER SIGNATURE: _____

PRINT NAME: _____

DATE SIGNED: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

CONTACT PHONE NUMBER: _____

EMERGENCY CONTACT NAME: _____

EMERGENCY CONTACT PHONE: _____

*PARENT/GUARDIAN SIGNATURE IF UNDER 18: _____