



VOLUNTEER AGREEMENT & ACKNOWLEDGMENT FORM

I, _____, offer to serve as a Summit County Volunteer for (name Summit County Department/Office) _____ (the "County" or "Summit County"). My services will begin on _____ and end on _____ (if known). More specifically, I offer my services of:

_____ and as further outlined in the associated Volunteer Job Description, which is attached to this Agreement.

As a volunteer, I will:

- Perform only those assigned tasks that are within my physical capability and will not undertake any tasks that are beyond my physical capability or ability.
- Not undertake to operate or use vehicles, equipment or tools that I am unfamiliar with or have not been trained to operate properly and safely and have not received specific authorization to use from my supervisor.
- Strictly observe all safety rules, use provided safety equipment, and use care in the performance of my assigned tasks.
- Treat everyone with respect, patience, integrity, courtesy, and dignity.
- Not use profanity, or make humiliating, ridiculing, threatening, or degrading statements.
- Return all Summit County equipment and identification upon request or at end of assignment.

As a volunteer, I understand and agree that:

- Depending on the length and nature of my volunteer work, I give Summit County permission to conduct a thorough background check on me, which may include a review of sex offender registries, criminal history records, law enforcement records, and motor vehicle records. I understand that volunteer positions may be conditional upon favorable background information as determined by Summit County.
- I give Summit County permission to inquire into my educational background, references, licenses, and employment and/or volunteer history. I give Summit County permission to contact the holder of any such information to obtain its release to the Summit County Personnel Department.
- I hold Summit County harmless of any liability, criminal or civil, that may arise as a result of the release of the above information about me. I also hold harmless any individual or organization that provides information to the Summit County Personnel Department. I understand this information will only be used to verify my volunteer application.
- I represent that I am qualified, in good health, and in proper physical condition to volunteer in the above-described services. I understand that my volunteer work may include, but is not limited to, the following: physical activities (e.g., running, jumping, climbing); physical exertion such as lifting or moving heavy objects; spending extended periods of time outdoors being exposed to the elements (sun, wind, snow, rain); travel to and from activities, including operating a vehicle; operating tools, and consumption of food and/or beverage. I acknowledge and understand that I may be exposed to certain risks that are inherent in volunteering. These risks may include but are not limited to such things as

incidents related to the above-mentioned activities, including sprains, broken bones, cuts, bruises, entrapment, temporary or permanent disability, illness, personal injury, and/or death; adverse weather conditions; exposure to theft and other criminal activity; allergic reactions to food and drink items; other physical, mental, and emotional injury; other risks and dangers, whether known or unknown nor reasonably foreseeable. I knowingly and voluntarily, accept, and assume responsibility for each of these risks and dangers, and all other risks and dangers that could arise out of, or occur during, my participation in volunteer work for Summit County. I will immediately inform my supervisor if I am unable or unwilling to perform a requested task.

- I will not commence any legal action or lawsuit or otherwise assert any legal claim against the County or its officers, directors, employees, and agents seeking relief for any claim, whether or not such claim is released or waived under this Agreement. This provision shall survive the termination or expiration of this Agreement.
- I agree to indemnify and hold the County and its officers, directors, employees, and agents harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, arising out of my participation as a volunteer and to reimburse Summit County for any such expenses incurred. This provision shall survive the termination or expiration of this Agreement.
- I release and fully discharge Summit County, including its officers, agents, and employees, from any and all claims or causes of action that may be brought by me, or by any other person (including but not limited to my estate, family, successors, heirs, representatives, administrators, and/or assigns), including all liability for damage to personal property, personal injury or loss arising out of or related to my participation in volunteer activities to the fullest extent permitted by law. This provision shall survive the termination or expiration of this Agreement.
- I will be subject, as a volunteer serving Summit County, to the provisions of the "Volunteer Government Workers Act," Utah Code §§ 67-20-1 et seq., which Act provides that my sole and exclusive remedy against Summit County for injuries and illness I sustain during the course of my volunteer services are outlined in and governed by the "Workers Compensation Act," Utah Code §§ 34A-2-101 et seq., and the "Utah Occupational Disease Act," Utah Code §§ 34A-3-101 et seq.
- Should I require emergency medical treatment as a result of accident or illness arising during my volunteer activities, I consent to such treatment. I will be responsible for any cost or treatment of any illness or medical condition that is not directly related to the performance of my volunteer assignment. I have the obligation to notify my supervisor of any injury incurred while volunteering.
- Summit County is not obligated to provide me with a volunteer placement. I also understand that I am not obligated to accept the volunteer position offered.
- As a volunteer, I agree to abide by all applicable Summit County policies and procedures including but not limited to the Summit County Volunteer Services Policy.
- Volunteer positions are charitable contributions to Summit County and I am not entitled to any consideration, wages, benefits, insurance, promise of future employment or other compensation. I understand that even if the County provides me with financial support or assistance for time and services as a volunteer (e.g. stipends or reimbursements), it does not change my status as a volunteer. As such, I will perform my volunteer services and related activities WITHOUT COMPENSATION for time served, and WITHOUT COMPENSATION for use or loss of personal materials or personal equipment used during my service.
- I acknowledge that Utah Code § 67-20-4 requires that all volunteers must be approved by the Summit County Manager, as well as the Summit County Personnel Department.
- I am not an employee of Summit County.
- I will not enter into a contract on behalf of the County.

