



VOLUNTEER AGREEMENT



In consideration of volunteering in the Santa Barbara Public Library System Volunteer Program at Santa Barbara Public Library beginning on the _ day of _ , , I, _ the undersigned, being of lawful age, knowingly and voluntarily state and agree as follows:

I acknowledge that I am not an employee of the City of Santa Barbara (“the City”).

Hold Harmless and Indemnification – I do hereby for myself, and for my heirs, executors, administrators, successors and assignees, release, waive, and forever discharge the City and the County of Santa Barbara and its officers, employees and agents from any and all claims, actions, damage, costs, judgments, or liability whatsoever, which I now have or which may hereafter accrue to me on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries and property damage and the consequences thereof resulting from my participation in the Santa Barbara Public Library System Volunteer Program.

I understand that in signing this Agreement I am releasing the City from any and all claims that I may have for personal injuries or property damage that I may suffer as a result of participating in the above-described event, even if such injuries or damage were caused by the negligence of willful misconduct of the City or its agents, officers, or employees.

I further understand and agree that in signing this document all my rights under section 1542 of the Civil Code of California are also expressly waived. That section reads as follows: *A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.*

I acknowledge that no representation of fact or opinion had been made by the City, or any of its officers, employees, or agents, to induce this release on my part and that I have signed this release freely and voluntarily, after having read it completely, and with full knowledge of any rights or privileges that I may be waiving or releasing.

Work Commitment – I have read and understand the *Volunteer Opportunity* (position description) for this volunteer position. I certify that I am capable of performing the duties set forth in that document and know of no physical condition which would preclude the performance of those duties. I agree to notify my supervisor if any such physical condition shall arise during the course of volunteering with the Library.

I agree to complete the following volunteer “Time Commitment” of _ hours per (check one) week month quarter year; and (check one) starting _ (date) & ending _ (date) or the project is complete.

I agree that I will not use, possess, manufacture, dispense or distribute drugs or alcohol at the Library or do so prior to volunteering so that my performance is impaired. I agree to comply with the rules, policies and procedures of the Santa Barbara Public Library System.

Statement of Confidentiality – I agree not to divulge any information regarding persons who are receiving services or other assistance from or who are volunteering or working at the Library. I understand the Library’s requirements and policy on observing confidentiality and my responsibility to follow this policy in my role as a volunteer. I recognize that unauthorized release of confidential information may make me subject to a criminal action under the provisions of the Welfare and Institutions Code, Section 10850, which states in part: *“Except as otherwise provided in this section, no*

person shall publish or disclose or permit or cause to be published or disclosed any list of persons receiving public social services, no person shall publish, disclose, use or permit or cause to published, disclosed, or used, any confidential information pertaining to an applicant or recipient. . . . Any violation of this paragraph is a misdemeanor.” I shall keep all transactions between Library users and staff or volunteers confidential. This includes any information about what materials a patron looked at, asked for, requested or checked out, as well as reference questions asked by Library users. I understand that California State Law (Section 6267 of the Government Code) stipulates that circulation and registration records are confidential in any library which is in whole or in part supported by public funds. Even law enforcement representatives must secure a court order before patron information is released.

Permission to Authorize Treatment (for minors only) – In the event of emergency injury or illness while volunteering, I hereby authorize the Library to consent to medical treatment on behalf of my child. The undersigned, as parent or legal guardian of the child identified on this form, hereby authorizes the Library and its adult officers, employees and agents into whose care the volunteer has been entrusted, to consent to any x-ray, examination, anesthetic, medical or surgical diagnosis or treatment and hospital care to be rendered to said minor under the general or special supervision and upon the advice of a licensed physician or surgeon. This authorization is given pursuant to the provisions of section 6910 of the Family Code of California. It is understood that if time and circumstances reasonably permit, the Library will endeavor, but is not required, to communicate with the parent or guardian prior to consenting to such treatment. The undersigned further agrees to **RELEASE, WAIVE, DISCHARGE AND COVENANTS NOT TO SUE** the City or County of Santa Barbara, its employees, officers and agents on behalf of the undersigned, the volunteer and their personal representatives, assignees, heirs, and next of kin for any loss, damage, or claim therefore on account of any injury to the minor associated with any medical care performed or provided with consent given pursuant to this authorization. This authorization to consent to treatment of the minor identified above is given to the Library in conjunction with any activity or event in which the minor’s care is entrusted to the Library.

Photograph Release – The Library reserves the right to take and use photos of participants for publicity purposes free of charge. Photos of participants may be used in Library promotional materials. I hereby grant the City of Santa Barbara permission for the free use of the volunteer’s likeness, name, voice and words in any broadcast, telecast or print media account of this event or activity.

Grounds for Termination – I understand that my volunteer assignment may be terminated for grounds that include but are not limited to: completing responsibilities in an unacceptable manner, not fulfilling the time commitment or training requirements, abusing Library rules or policies, exercising unsafe work practices, or excessively disrupting Library patrons or staff. A volunteer may be dismissed at any time. The City reserves the right to request that a volunteer leave immediately if circumstances warrant such actions.

In witness whereof, I have executed this Agreement on the _ day of _ , _.

VOLUNTEER SIGNATURE

Parent/Guardian Signature (for minors)

Parent/Guardian Print Name (for minors)

<p>STAFF USE ONLY</p> <p>_____ Library Director or Designee</p> <p>_____ Date</p>
