

OREGON PARKS AND RECREATION DEPARTMENT

VOLUNTEER SERVICE AGREEMENT & INSURANCE WAIVER for GROUPS ---AANR group #: 51

As a volunteer working in a State of Oregon agency, you need to understand the extent to which you are covered by State of Oregon insurance for liability and personal injury/illness. Please read the following carefully and sign below.

Tort Liability: Volunteers will be protected from civil liability for injuries or damage to the person or property of others on the date/time(s) of the event **8/26/20-10am** until **8/26/20-2pm 2pm** and subject to the following general conditions:

- 1. You are working on a state agency task assigned by an authorized agency supervisor;
- 2. You limit your actions to the duties assigned; and
- 3. You perform your assigned tasks in good faith, and do not act in a manner that is reckless or with the intent to unlawfully inflict harm to others.

The conditions and limits of this protection are as stated in the Oregon Tort Claims Act, ORS 30.260-300, and Oregon Department of Administrative Services Risk Management Division Policy Manual, 125-7-202.

Motor Vehicle Liability: If you use a personally owned vehicle in the course of your duties, you are required to have automobile liability insurance to provide your primary coverage for any accidents involving that vehicle. State provided auto liability coverage will apply on a limited basis only after your primary coverage limits have been used.

Volunteer-Owned Property: If the volunteer chooses to use volunteer-owned property or equipment (for example: RVs, lawn mowers, golf carts) and it is damaged in the course of volunteer tasks, the State of Oregon is not liable for this damage. Use of this equipment is at the discretion of the Park Manager.

Volunteer Injury Coverage: (Workers' Compensation is NOT provided). However, the agency has an injury protection plan to cover injuries of authorized volunteers. It is limited to only injuries due to an accident while performing volunteer duties. The state will pay medical treatment bills, disability, death and dismemberment benefits to the limits and under the terms and conditions described in Oregon Department of Administrative Services Risk Management Division Policy Manual, 125-7-204. If you are injured in a private vehicle, the owner's insurance is responsible for your medical bills.

Reporting Responsibility: Any time you are involved in any accident or exposed to a potential liability situation while performing assigned duties, you must inform Glenn Littrell/Mo Czinger as soon as possible.

Description of Assigned Duties (include description of equipment used and how it is to be used): Please note if any document is attached or referred to for details or you may attach form 63400-2044a:

Brush back trails with loppers/litter clean up with garbage bags and litter picks and gloves/leveling out the trail with shovels

OPRD Staff: After event and before sending to Salem, please complete ALL the information below.							
Event Supervisor Name – David Bjorge		Park Telephone 503-969-8319		Date 8/26/20			
Park/Location Rooster Rock/West Gorge M.U		Title of Group Project 2020-AANR work parties					
Project Hours (from/to)	Total # of Volunteers for this Project		Total # of Hours Combined				

GROUP LEADER & VOLUNTEERS: Read, Complete and Sign the Back Side of this Document

63400-0249 (2/12)

SCAN to the HUB

Group Leader: Please complete the information below for your group.

Group Name AANR	Mailing Address		
	On file		
Contact Person – Mike Parker	City, ST, Zip on file		
Group Leader/Supervisor's E-Mail-onfile	Telephone(s) – (home, work and/or cell) on file		
Date on file	Group Leader/Supervisor's Signature		

READ WAIVER AND RELEASE BELOW

OREGON PARKS AND RECREATION DEPARTMENT AUTHORIZED STATE VOLUNTEER PARTIAL WAIVER AND RELEASE OF RIGHTS UNDER THE OREGON TORT CLAIMS ACT ORS 30.260-300

READ CAREFULLY

As an authorized state volunteer performing activities on behalf of the State of Oregon, Oregon Parks and Recreation Department, I understand that the State of Oregon will provide limited medical and accidental death, dismemberment and disability coverage for me in the event I suffer injury due to an accident while performing volunteer duties. In exchange for the coverage, I, for myself, my heirs, executors, administrators and assigns, release and forever discharge the State of Oregon 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 the State of Oregon, and/or its officers, agents or employees, and from all liability under the Oregon Tort Claims Act, ORS 30.260-300, for any and all harm or damage to my health in any manner resulting from or arising out of my state volunteer activities.

This release does not extend to or waive any rights I may have under the Oregon Tort Claims Act, ORS 30.260-300, 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 state volunteer activities.

In the event that I am injured while performing state volunteer activities, I will notify my agency supervisor and apply for injury coverage benefits.

VOLUNTEERS: Read the Front Side of this Document and Complete the Information Below

I HAVE READ AND UNDERSTAND THE ABOVE DUTIES AND CONDITIONS OF VOLUNTEER SERVICE

Please Print !!!

Participant Name	Address	City, State, Zip	Phone	Signature

(Continue with more volunteer names and information on an additional sheet of paper attached to this form.)