



## INCORPORATED COUNTY OF LOS ALAMOS ADMINISTRATIVE PROCEDURE GUIDELINE

Index No. 1310

Effective: March 5, 2005  
Revised September 14, 2005

### VOLUNTEER POLICY

#### **I. Purpose**

The purpose of this policy is to provide standardized guidelines and procedures to allow the County of Los Alamos to use the talents, abilities and expertise of volunteers.

This policy does not apply to:

- 1) Volunteer members of standing County Boards and Commissions (B&Cs), B&C sub-committees, County ad hoc groups, or task forces. The County Council-approved "Rules and Procedures for Boards and Commissions" included as Part II of the Volunteer Orientation Manual for Members of Boards and Commissions provides a uniform framework for procedures and operations of Boards and Commissions in Los Alamos County.
- 2) Los Alamos Police Department reserve officers.
- 3) Individuals performing court-mandated community service assigned tasks.
- 4) Volunteers for groups, organizations or entities under contract to the County.
- 5) Unaffiliated, spontaneous volunteers in the event of a disaster. For purposes of this policy, a spontaneous volunteer is an individual who arrives at a disaster scene without a specific request from, or an affiliation with, a traditional disaster response (government or voluntary) agency.

This policy applies to County volunteers assisting the County as requested by the County in a disaster or emergency. Please see the *Los Alamos County Emergency Operations Plan 2005*, Annex F, Appendix 5: *Volunteer Management Plan for more details on spontaneous or emergent volunteers in the event of a disaster.*

#### **II. Policy**

The County of Los Alamos views volunteers as a valuable resource to the County, its staff and its citizens. Volunteers can contribute to the success of the County of Los Alamos government because they:

- provide a bridge between the community and the County;
- help foster community cooperation and understanding;
- enhance/increase services to the citizens;
- offer their talent, enthusiasm, creativity and fresh perspectives without promise, expectation or receipt of compensation.

The County of Los Alamos endeavors to give volunteers meaningful responsibilities, effective supervision, adequate training, a safe environment, and appropriate recognition.

In accordance with instructions, volunteers are expected to actively perform their activities to the best of their abilities and in a safe manner. While serving as a volunteer for the County of Los Alamos, volunteers shall perform within the framework of the mission, vision, and values of the County.

Los Alamos County employees may volunteer services to the County provided that 1) the volunteer activities are not within the employee's own Division, and 2) the volunteer tasks the employee performs are not the same type of activities nor similar in nature to the employee's current job requirements.

Los Alamos County shall not permit volunteers under the age of sixteen (16) to provide volunteer activities in any of the following circumstances: on or around belted machines while in motion; on or around power-driven woodworking machines used for cutting, shaping, forming, surfacing, nailing, stapling, wire stitching, fastening or otherwise assembling, processing or printing wood or veneer; on or around power-driven hoisting apparatus with the exception that this section shall not prohibit the operation of an automatic elevator which is controlled by pushbuttons making leveling, holding, opening and closing of the car and hoistway doors entirely automatic; in or about plants, establishments or jobs using, manufacturing or storing explosives or articles containing explosive components; in or around electronics jobs where the volunteer is exposed to electrical hazards; in or about any establishment where malt or alcoholic beverages are manufactured, packed, wrapped or bottled; municipal firefighting whether using volunteers or paid employees; the manufacture of goods for immoral purposes; or under circumstance that may otherwise be injurious to the health or morals of children under the age of sixteen years.

Los Alamos County shall not permit individual minors or minor group volunteers under the age of eighteen (18) to provide any volunteer activities during the response phase of a disaster or emergency. The response phase of a disaster or emergency is the period during and immediately following a disaster or emergency.

The County Administrator, in consultation with the Department Director and the Risk Management Division, may determine additional hazardous activities not specifically listed in this section, for which volunteers shall not be used.

During an emergency or disaster, Los Alamos County will not engage unaffiliated, spontaneous volunteers. Such volunteers will be asked to report to an intake center

operated by members of) Voluntary Organizations Active in Disaster - Northern New Mexico (VOAD-NNM) working on behalf of the County.

The County shall determine the time, place, and manner of any volunteer activity.

### **III. Responsibilities:**

- A. It is the responsibility of the County Administrator, Department Directors, and all County employees overseeing or coordinating volunteer activities to ensure that no volunteer is discriminated against, exploited, or harassed.
- B. It is the responsibility of every Department Director or designee overseeing or coordinating volunteer activities to:
  - 1) inform Risk Management of the nature of the volunteer activity, including the date, time, and place of the volunteer activity, at least one week in advance of the volunteer activity. During the response phase of an emergency or disaster when one week's notice cannot be given, this information must be provided before a County volunteer commences any activity;
  - 2) assist the volunteer in finding a suitable assignment - with consideration for personal preference, temperament, skills, abilities, experience, and employment background. This does not mean that the County is obligated to create volunteer activities for all interested volunteers;
  - 3) allow the volunteer, to the extent practicable, to determine the number of hours that the individual will volunteer and when these volunteer activities will be performed in coordination with the needs of the County;
  - 4) provide the volunteer with as much information as possible about the organization - its policies, its people, and its goals;
  - 5) treat volunteers with respect and consideration;
  - 6) inform each volunteer of the County's commitment to treat all members of the public with respect, consideration, and diplomacy; and the County's expectation that volunteers will comply with this commitment;
  - 7) provide an alcohol and drug free environment for employees and volunteers;
  - 8) ensure their department provides a copy of this policy and any necessary orientation and training to all individuals and groups volunteering in their department's area of responsibility. Prior to the start of the volunteer activity, training and orientation will include, but not be limited to:
    - a) a clear description of the volunteer activity or tasks;
    - b) identification of the skills, knowledge and experience needed;

- c) the volunteer's responsibility to provide their own personal protection equipment (PPE) such as gloves, work shoes, and work clothing. If the Risk Management Division determines that a volunteer activity will require hard hats, the County will provide them;
  - d) the volunteer's option to provide his or her own tools, provided, however that the tools are properly maintained and designed for the intended purpose or use;
  - e) the volunteer's responsibility to sign the County's release of liability forms;
  - f) the volunteer's responsibility to protect their own personal safety and the safety of others;
  - g) the volunteer's responsibility to report any injuries or accidents that occur during the volunteer activity to County staff coordinating that volunteer activity;
  - h) appropriate methods of communication with County staff, volunteer coordinators and/or management;
  - i) hours of volunteer activities (usually between the hours of 7:00 a.m. and 9:00 p.m.) and the right of the volunteer to determine the maximum number of hours the individual will volunteer;
  - j) safety and/or emergency procedures or limitations related to the volunteer task(s);
  - k) safety training including instructions for proper tool and equipment use;
  - l) inspection of any tools or equipment including tools and equipment provided by volunteers;
  - m) the County's commitment to provide a safe environment including one that is drug and alcohol free;
  - n) The County's commitment to provide an environment free from violence or harassment.
- 9) ensure the list of volunteer participants and copies of signed release of liability forms are given to Risk Management as soon as practicable after the volunteer activity has begun. It is also the responsibility of the Department Director or designee to obtain new release of liability forms signed annually for ongoing volunteer activities. The Department, in accordance with the Los Alamos County records retention policy, will maintain the original signed release of liability forms;
- a) In the case of volunteers assisting the County during the response phase of an emergency or disaster, a release of liability form for disaster volunteers must be signed before the volunteer begins any work on behalf of the County, on County property or in County buildings. This applies to individual adult volunteers and adult groups/organizations that volunteer during a disaster or emergency, and to any individuals or adult groups previously registered as volunteers with the County before the onset of the disaster or emergency.
  - b) During the response phase of a County emergency or disaster, Risk Management or designee will verify that County disaster volunteers have met the requirements of this policy before they begin any volunteer activity.
- 10) report any volunteer injuries or accidents to Risk Management as soon as practicable after the volunteer injury or accident occurs;
- 11) provide volunteers with ongoing training related to the volunteer's task or activity, the skills and knowledge needed, the equipment used, and all relevant safety requirements;

- 12) promote performance of volunteer activities under conditions that substantially comply with Occupational Health and Safety standards for the task being performed and assure that volunteers receive ongoing training to promote personal safety;
  - 13) address concerns raised by volunteers, make necessary and appropriate decisions regarding those concerns, and report to the volunteer(s) any action or decision taken or made in response;
  - 14) determine the appropriate level of recognition for volunteers;
  - 15) immediately cease and, if necessary and appropriate, permanently discontinue the participation of any volunteer determined by the Department Director or designee to have violated any provision of this policy or otherwise created a risk of harm to himself or others or to property, whether public or private.
- C. It is the responsibility of the Risk Management Division to establish and chair a committee composed of representatives from County Departments with volunteer programs to periodically review this policy and make recommendations to the County Administrator for potential changes including such matters as:
1. descriptions of acceptable volunteer activities;
  2. volunteer orientation and training;
  3. Release of Liability forms;
  4. conditions under which volunteer activities are conducted;
  5. quality and choice of volunteer activities; and
  6. use of organizational resources.
- D. It is the volunteer's (including the parents of volunteers under the age of 18) responsibility to:
- 1) make sure he/she understands the requirements and risks of the volunteer activity;
  - 2) sign a release of liability form before starting the activity;
  - 3) provide his or her personal protection equipment (gloves, work shoes, and work clothing) except as may otherwise be provided by County pursuant to this Policy;
  - 4) choose whether to bring his/her own tools to be used during the activity. It is not the responsibility nor choice of the volunteer to provide basic office equipment and supplies; these will be provided by the County;
  - 5) attend and participate in training required with respect to the volunteer activity;
  - 6) comply with direction given by County staff with respect to the volunteer activity;
  - 7) abide by the County's policies for a drug-free, alcohol-free, violence-free and harassment-free environment;
  - 8) communicate any concerns, especially concerns related to safety, about their volunteer activity to County staff or the volunteer coordinator;
  - 9) read this policy and ask questions about any section(s) that need clarification;

- 10) immediately cease the volunteer activities when asked to do so by the supervisor, and to not resume these activities without County staff or the volunteer coordinator being present.
- 11) act reasonably to protect and provide for their own safety and the safety of others.

#### **IV. Procedures:**

- A. The Department sponsoring the volunteer activity will notify Risk Management in writing of the nature of the volunteer activity, the date, time, and place, and request written approval from Risk Management at least one week prior to the proposed activity. Departments using volunteers on a year-round basis for ongoing volunteer activities shall submit an annual written request for approval to Risk Management. The County of Los Alamos maintains general liability insurance to cover volunteers and staff while they serve as volunteers to the County. Volunteers must be performing under the direction of County staff or the volunteer coordinator to be covered. After receiving written approval from Risk Management, the Department sponsoring the volunteer activity will create an original list of volunteer names and addresses before the volunteer activity begins and shall obtain from each volunteer, parent, guardian or group, the appropriate and properly executed Agreement, Release and Indemnity in the form attached to this policy as Exhibits "A" through "D." For ongoing volunteer activities, the volunteer must sign a release of liability form at the time of the initial volunteer activity and again every twelve months thereafter. Each department may set an annual date for the execution of release of liability forms for ongoing volunteer activities.

The original list of volunteer names plus photocopies of the release of liability forms will be given to Risk Management as soon as practicable by the Department sponsoring the volunteer activity. Any additions of volunteers to the original list of volunteers for ongoing activities shall be immediately forwarded to Risk Management and all responsibilities and procedures required by this Policy shall be completed before such volunteer will be permitted to provide volunteer activities.

In the event of a disaster or emergency and during its response phase, if the County requests volunteers for specific County activities, Risk Management or designee will mobilize as needed to coordinate County volunteer sign-in, completion of release of liability forms (Exhibits E-F, attached), and badging, based on direction from the County Administrator and/or the EOC Director or designee.

The County Office of Emergency Management, per arrangement with the Los Alamos ARES/RACES Club (Amateur Radio Emergency Services/Radio Amateur Civil Emergency Services, or LAARC), will obtain completed release of liability forms (Exhibit F) from LAARC members and have them updated annually. Copies will be provided to the Risk Management Division and LAARC officers.

- B. Prior to commencement of any volunteer activity, the Department Director or designee shall provide the orientation and training described in Section III.B. of this policy and instruct volunteers to voice safety concerns and report any injuries, accidents, or problems to the volunteer's assigned County staff or volunteer

coordinator as soon as possible. The volunteer's supervisor will make sure this information is given to Risk Management (if appropriate) and the Department Director.

- C. The sponsoring Department will describe and set clear expectations for the volunteer activity. The volunteer's assigned County staff or volunteer coordinator will ensure there is an agreed basis for evaluation of volunteer(s) performance. If a supervisor deems a prospective volunteer to be unable or unwilling to perform the assigned activities in a safe manner, that supervisor may require the volunteer to discontinue those activities, return County-owned tools and leave the premises. During an emergency or disaster, County volunteers shall be directed by County staff only, and not by a County volunteer or volunteer coordinator.
- D. County tools and equipment shall be used by volunteers only for the volunteer activity specifically authorized by the Agreement and Release of Liability required by this Policy and executed by each volunteer, representative, parent or guardian. All such tools and equipment shall be returned to County upon completion of the volunteer activity or as directed by County staff or volunteer coordinator.
- E. Some volunteer activities may require the volunteers, while in the performance of their volunteer activity for the County, to maintain general liability, personal injury and property damage insurance for themselves and their automobile. Risk Management will determine this requirement and inform the Department Director.
- F. County will provide an opportunity for the volunteer(s) to participate in an "exit interview" which shall include, but not be limited to, the following topics:
- Good points of the volunteer activity and the organization;
  - Identification of needed improvements; and
  - Issues related to the volunteer's activity(ies), including communication, supervision and/or evaluation, as seen from the perspective of the volunteer(s) and any safety issues.



Max Baker, County Administrator

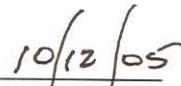
  
Date



EXHIBIT A

LOS ALAMOS COUNTY, NEW MEXICO  
(also referred to as the "County")

**INDIVIDUAL ADULT VOLUNTEER AGREEMENT AND RELEASE OF  
LIABILITY**

Volunteer \_\_\_\_\_ \ \_\_\_\_\_  
Date of Birth

Address \_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_ Alternate # \_\_\_\_\_

Emergency Contact \_\_\_\_\_

Telephone \_\_\_\_\_ Alternate Name/Number \_\_\_\_\_

Activity \_\_\_\_\_

Date of Activity \_\_\_\_\_

Dates & Time Available \_\_\_\_\_

Location of Activity \_\_\_\_\_

County Liaison \_\_\_\_\_

Dept./Phone \_\_\_\_\_

- A. I wish to participate as a volunteer in the above-described activity and am able to perform the activity as described.
- B. I have read the County's Volunteer Policy. I agree to participate in the orientation and training required in Section III. C. of that policy prior to participating in any volunteer activity.
- C. I agree to abide by all policies and rules of the County, State of New Mexico, and federal government, controlling the area on which the volunteer activity is planned and conducted.
- D. For this volunteer activity, I understand and agree that I am not an employee or agent of Los Alamos County and will not be considered an employee of the County for any purpose. I understand and agree that I shall not be entitled to any benefits or compensation. I shall have no authority to bind the County to any agreement, contract, duty or obligation. I shall make no representations that are intended to, or create the appearance of, binding the County to any agreement contract, duty, or obligation.



- E. I agree that I will not operate Los Alamos County vehicles or equipment in conjunction with volunteer service without written authorization from a Department Director or Division Manager and Risk Management. I further agree and confirm that any personal vehicle that I utilize in conjunction with volunteer service is adequately insured as required by New Mexico law.
- F. I acknowledge and agree that there are certain hazards and risks inherent in this activity. I understand and appreciate the nature of the risks, and agree to help minimize the risks by exercising reasonable judgment and due care. I understand that these hazards or risks could result in property damage, illness, bodily injury or death to myself or others. I acknowledge the hazards or risks inherent in the activity include but are not limited to:
1. violent contact with animals, structures, objects, fixtures or ground;
  2. violent contact with other persons or participants;
  3. mishap or accidents involving vehicles, tools, or equipment;
  4. infections, viruses and diseases;
  5. tripping or falling;
  6. adverse weather;
  7. cuts; scrapes; sprains and breaks;
  8. lifting, bending, and stretching.
- G. I acknowledge that this activity will take place, at least in part, in buildings or on lands owned by Los Alamos County, an Incorporated County of the State of New Mexico and this Agreement and Release of Liability is given for the benefit of the County.
- H. I hereby accept all risk of property damage, illness, injury or death that I may suffer or cause as a result of participation in the above-described activity, and I hereby release the County, its governing body, officers, employees, agents and representatives from any and all liability to me, my personal representative, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to me, including death, that may result from or occur during participation in the activity, whether caused by negligence of the County, its governing body, officers, employees, representatives, agents, or otherwise, and hereby agree to indemnify and hold harmless County from and against any and all claims, liabilities, damages and costs and expenses that may arise as a result of participating in the activity.
- I. I have carefully read this agreement and understand it to be a **release of all claims and causes of action** for illness, injury or death to me or damage to my property or my family's property that occurs while participating in the described activity and an agreement to **indemnify** the county for losses, damages, and liabilities that may arise as a result of participation in the activity. This agreement and release of liability is voluntarily given.

\_\_\_\_\_  
Signature of Adult Volunteer

Date: \_\_\_\_\_



**EXHIBIT B**  
**LOS ALAMOS COUNTY, NEW MEXICO**  
**(also referred to as the "County")**

**INDIVIDUAL MINOR VOLUNTEER AGREEMENT AND  
RELEASE OF LIABILITY**

**Minor Volunteer's Name:** \_\_\_\_\_ \ \_\_\_\_\_ **Date of Birth**

**Address** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Alternate** \_\_\_\_\_

**Parent/ Legal Guardian** \_\_\_\_\_

**Address** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Alternate #** \_\_\_\_\_

**Emergency Contact** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Alternate Contact Name/Number** \_\_\_\_\_

**Activity** \_\_\_\_\_

**Date(s) of Activity** \_\_\_\_\_

**Date(s) & time Available** \_\_\_\_\_

**Location of Activity** \_\_\_\_\_

**County Liaison/ Department/Phone** \_\_\_\_\_

- A. I am the Parent/Guardian of the above-named minor and am fully competent to authorize his/her participation as a volunteer in the above-described activity. This minor child is able to perform the activity as described.
- B. I have read the County's Volunteer Policy. I agree that my child has received or will participate in the orientation and training required in Section III.C. of that policy prior to participating in any volunteer activity.
- C. I agree that my child will abide by all policies, rules and regulations of the County, State of New Mexico and federal government, controlling the area on which the volunteer activity is planned and conducted.

- D. I understand and agree that my child is not an employee or agent of Los Alamos County and will not be considered an employee of the County for this volunteer activity or any purpose. I understand and agree that he/she will not be entitled to any benefits or compensation.
- E. I understand that minors are not permitted to operate County equipment. I agree that my child will not operate a Los Alamos County vehicle in conjunction with volunteer service without written authorization from a Department Director or Division Manager and Risk Management. I further agree that any personal vehicle that my child may utilize in conjunction with volunteer service is adequately insured as required by New Mexico law.
- F. I acknowledge and agree that there are certain hazards and risks inherent in this activity. I understand and appreciate the nature of the risks, agree to help minimize the risks by advising my child to exercise reasonable judgment and due care. I understand that these hazards or risks could result in property damage, illness, bodily injury or death to my minor child and others. I acknowledge the hazards or risks inherent in the activity include but are not limited to:
1. violent contact with animals, structures, objects, fixtures or ground;
  2. tripping or falling;
  3. violent contact with other persons or participants;
  4. adverse weather;
  5. mishap or accidents involving vehicles, tools, or equipment;
  6. cuts; scrapes; sprains and breaks;
  7. infections, viruses and diseases;
  8. lifting, bending or stretching.
- G. I acknowledge that this activity will take place, at least in part, in buildings or on lands owned by Los Alamos County, an Incorporated County of the State of New Mexico and this Agreement and Release of Liability is given for the benefit of the County.
- H. I hereby accept all risk of property damage, illness, injury or death that my minor child may suffer or cause as a result of participation in the above-described activity, and I hereby release the County, its governing body, officers, employees, agents and representatives from any and all liability to my minor child, to his or her personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to my minor child, including death, that may result from or occur during my minor child's participation in the activity, whether caused by negligence of the County, its governing body, officers, employees, representatives, agents, or otherwise, and hereby agree to indemnify and hold harmless County from and against any and all claims, liabilities, damages and costs and expenses that may arise as a result of my minor child's participation in the activity.
- I. I have carefully read this agreement and understand it to be a **release of all claims and causes of action** for illness, injury or death to my minor child, or damage to my property that occurs while my child is participating in the described activity and an agreement to **indemnify** the county for losses, damages, and liabilities that may arise as a result of his/her participation in the activity. This agreement and release of liability is voluntarily given.

\_\_\_\_\_  
Signature of Parent or Legal Guardian

Date: \_\_\_\_\_



EXHIBIT C  
LOS ALAMOS COUNTY, NEW MEXICO  
(also referred to as the "County")

**ADULT GROUP/ORGANIZATION VOLUNTEER AGREEMENT  
AND RELEASE OF LIABILITY**

**LAC DEPARTMENT/DIVISION:**

\_\_\_\_\_  
Department/Division

\_\_\_\_\_  
Department/Division

\_\_\_\_\_  
Department Director/Division Manager

\_\_\_\_\_  
Department Director/Division Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**VOLUNTEER GROUP or ORGANIZATION:**

If applicable, attach proof of liability insurance for your group/organization. Please provide documentation showing the undersigned representative(s) has the authority to bind the organization/group and agrees to indemnify the County for losses, damages, and liabilities as a result of the volunteer activity(ies).

As a volunteer group or organization, we agree to serve as volunteers and commit to the following:

1. to perform this activity to the best of our ability;
2. to meet time and duty commitments or to provide adequate notice so that alternate arrangements can be made; and
3. to adhere to the volunteer activity's description and guidelines.

**VOLUNTEER ACTIVITY or PROJECT DESCRIPTION (attach additional page(s) if needed)** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LENGTH OF COMMITMENT/PROJECT DATE(S)** \_\_\_\_\_  
\_\_\_\_\_

**IMMEDIATE SUPERVISOR(S)/ COUNTY DEPT)** \_\_\_\_\_  
\_\_\_\_\_

**GROUP/ORGANIZATION (ADULT) REPRESENTATIVE(S)** \_\_\_\_\_

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## AGREEMENT AND RELEASE OF LIABILITY

- A. I wish to participate as a volunteer in the above-described activity and am able to perform the activity as described.
- B. I have read the County's Volunteer Policy. I agree that I will participate in the orientation and training required in Section III.C. of that policy prior to performing any volunteer activity.
- C. I agree to abide by all policies, rules and regulations of the County, State of New Mexico and the Federal government, controlling the area on which the volunteer activity is planned and conducted.
- D. I understand and agree that I am not an employee or agent of Los Alamos County and will not be considered an employee of the County for any purpose. I understand and agree that I shall not be entitled to any benefits or compensation. I shall have no authority to bind the County to any agreement, contract, duty or obligation. I shall make no representations that are intended to, or create the appearance of, binding the County to any agreement contract, duty, or obligation
- E. I agree that I will not operate Los Alamos County vehicles or equipment in conjunction with volunteer service without written authorization from the County Administrator and a current County operator's license or permit. I further acknowledge that any personal vehicle that I utilize in conjunction with volunteer service will be adequately insured as required by New Mexico law.
- F. I acknowledge and agree that there are certain hazards and risks inherent in this activity. I understand and appreciate the nature of the risks, and agree to help minimize the risks by exercising reasonable judgment and due care. I understand that these hazards or risks could result in property damage, illness, bodily injury or death to myself. I acknowledge the hazards or risks inherent in the activity include but are not limited to:
1. violent contact with animals, structures, objects, fixtures or ground;
  2. violent contact with other persons or participants;
  3. mishap or accidents involving vehicles, tools, or equipment;
  4. infections, viruses and diseases;
  5. slipping, tripping or falling;
  6. adverse weather;
  7. cuts, scrapes, sprains and breaks;
  8. lifting, bending or stretching
- G. I acknowledge that this activity will take place, at least in part, in buildings or on lands owned by Los Alamos County, an Incorporated County of the State of New Mexico and this Agreement and Release of Liability is given for the benefit of the County.
- H. I hereby accept all risk of property damage, illness, injury or death that I may suffer or cause as a result of participation in the above-described activity, and I hereby release the County, its governing body, officers, employees, agents and representatives from any and all liability to me, my personal representative, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to me, including death, that may result from or occur during participation in the activity, whether caused by negligence of the County, its governing body, officers, employees, representatives, agents, or otherwise, and hereby agree to indemnify and hold harmless County from and against any and all claims, liabilities, damages and costs and expenses that may arise as a result of participating in the activity.
- I. I have carefully read this agreement and understand it to be a release of all claims and causes of action for illness, injury or death to me or damage to my property that occurs while participating in the described activity and an agreement to indemnify the county for losses, damages, and liabilities that





**Exhibit D  
LOS ALAMOS COUNTY, NEW MEXICO  
(also referred to as the "County")**

**MINOR GROUP OR ORGANIZATION  
VOLUNTEER AND AGREEMENT AND RELEASE OF LIABILITY**

**LAC DEPARTMENT/DIVISION:**

\_\_\_\_\_  
Department/Division

\_\_\_\_\_  
Department/ Division

\_\_\_\_\_  
Department Director/Division Manager

\_\_\_\_\_  
Department Director/Division Manager

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

**MINOR VOLUNTEER GROUP or ORGANIZATION:**

If applicable, attach proof of liability insurance for your group/organization. Please provide documentation showing the undersigned has the authority to bind the organization/group and agrees to indemnify the County for losses, damages, and liabilities as a result of the volunteer activity(ies).

As a volunteer organization, we agree to serve as volunteers and commit to the following:

- a. to perform our volunteer activity to the best of our ability;
- b. to meet time and duty commitments or to provide adequate notice so that alternate arrangements can be made; and
- c. to adhere to the activity description's guidelines.

\_\_\_\_\_  
Group or Organization

\_\_\_\_\_  
Sponsor or Contact (Print and Sign)

**VOLUNTEER ACTIVITY or PROJECT DESCRIPTION** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LENGTH OF COMMITMENT/PROJECT DATE(S)** \_\_\_\_\_

\_\_\_\_\_

**GROUP/ORGANIZATION (ADULT) REPRESENTATIVE(S)** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

LAC PROJECT

SUPERVISOR(S)/DEPT/PHONE \_\_\_\_\_

### AGREEMENT and RELEASE OF LIABILITY

- A. I am the Parent/Guardian of the minor listed below and am fully competent to authorize his/her participation as a volunteer in the above-described activity. This minor child is able to perform the activity as described.
- B. I have read the County's Volunteer Policy. I agree that my child will participate in the orientation and training required in Section III.C. of the policy prior to participating in any volunteer activity.
- C. I agree that my child will abide by all policies and rules of Los Alamos County, State of New Mexico and federal government, controlling the area on which the volunteer activity is planned and conducted.
- D. I understand and agree that my child is not an employee or agent of Los Alamos County and will not be considered an employee of the County for any purpose. I understand and agree that he/she will not be entitled to any benefits or compensation.
- E. I understand that minors are not permitted to operate County equipment. I also agree that my child will not operate a Los Alamos County vehicle in conjunction with volunteer service without written authorization from a Department Director or Division Manager and Risk Management. I further agree that any personal vehicle that my child may utilize in conjunction with volunteer service is adequately insured as required by New Mexico law.
- F. I acknowledge and agree that there are certain hazards and risks inherent in this activity. I understand and appreciate the nature of the risks, agree to help minimize the risks by advising my child to exercise reasonable judgment and due care. I understand that these hazards or risks could result in property damage, illness, bodily injury or death to my minor child. I acknowledge the hazards or risks inherent in the activity include but are not limited to:
1. violent contact with animals, structures, objects, fixtures or ground;
  2. violent contact with other persons or participants;
  3. mishap or accidents involving, tools, or equipment;
  4. infections, viruses and diseases;
  5. slipping, tripping or falling;
  6. adverse weather;
  7. cuts, scrapes, sprains and breaks.
- G. I acknowledge that this activity will take place, at least in part, in buildings or on lands owned by Los Alamos County, an Incorporated County of the State of New Mexico and this Agreement and Release of Liability is given for the benefit of the County.
- H. I hereby accept all risk of property damage, illness, injury or death that my minor child may suffer or cause as a result of participation in the above-described activity, and I hereby release the County, its governing body, officers, employees, agents and representatives from any and all liability to my minor child, to his or her personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to my minor child, including death, that may result from or occur during my minor child's participation in the activity, whether caused by negligence of the County, its governing body, officers, employees, representatives, agents, or otherwise, and hereby agree to indemnify and hold harmless County from and against any and all claims, liabilities, damages and costs and expenses that may arise as a result of my minor child's participation in the activity.







EXHIBIT E

LOS ALAMOS COUNTY, NEW MEXICO  
(also referred to as the "County")

**INDIVIDUAL ADULT VOLUNTEER AGREEMENT AND RELEASE  
OF LIABILITY DURING A COUNTY EMERGENCY**

Volunteer \_\_\_\_\_ \ \_\_\_\_\_  
Date of Birth

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Alternate # \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Alternate Name/Number \_\_\_\_\_

Activity \_\_\_\_\_

Date(s) of Activity \_\_\_\_\_

Location(s) of Activity \_\_\_\_\_

County Liaison \_\_\_\_\_

Dept./Phone \_\_\_\_\_

- A. I wish to participate as a volunteer in the above-described activity and am able to perform the activity as described.
- B. I have read the County's Volunteer Policy. I agree to participate in the orientation and training required in Section III. C. of that policy prior to participating in any volunteer activity.
- C. I agree to abide by all policies and rules of the County, State of New Mexico, and federal government, controlling the area on which the volunteer activity is planned and conducted.
- D. For this volunteer activity, I understand and agree that I am not an employee or agent of Los Alamos County and will not be considered an employee of the County for any purpose. I understand and agree that I shall not be entitled to any benefits or compensation. I shall have no authority to bind the County to any agreement, contract, duty or obligation. I shall make no representations that are intended to, or create the appearance of, binding the County to any agreement contract, duty, or obligation.

- E. I agree that I will not operate Los Alamos County vehicles or equipment in conjunction with volunteer service without written authorization from a Department Director or Division Manager and Risk Management. I further agree and confirm that any personal vehicle that I utilize in conjunction with volunteer service is adequately insured as required by New Mexico law.
- F. I acknowledge and agree that there are certain hazards and risks inherent in this activity. I understand and appreciate the nature of the risks, and agree to help minimize the risks by exercising reasonable judgment and due care. I understand that these hazards or risks could result in property damage, illness, bodily injury or death to myself or others. I acknowledge the hazards or risks inherent in the activity include but are not limited to:
1. violent contact with animals, structures, objects, fixtures or ground;
  2. violent contact with other persons or participants;
  3. mishap or accidents involving vehicles, tools, or equipment;
  4. infections, viruses and diseases;
  5. tripping or falling;
  6. adverse weather;
  7. cuts; scrapes; sprains and breaks;
  8. lifting, bending, and stretching.
- G. I acknowledge that this activity will take place, at least in part, in buildings or on lands owned by Los Alamos County, an Incorporated County of the State of New Mexico and this Agreement and Release of Liability is given for the benefit of the County.
- H. I hereby accept all risk of property damage, illness, injury or death that I may suffer or cause as a result of participation in the above-described activity, and I hereby release the County, its governing body, officers, employees, agents and representatives from any and all liability to me, my personal representative, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to me, including death, that may result from or occur during participation in the activity, whether caused by negligence of the County, its governing body, officers, employees, representatives, agents, or otherwise, and hereby agree to indemnify and hold harmless County from and against any and all claims, liabilities, damages and costs and expenses that may arise as a result of participating in the activity.
- I. When I finish my activities on behalf of the County during the disaster or emergency, I agree to return to the County any badge or other identification issued by the County as part of this agreement, along with any other County-issued equipment or other items.
- J. I have carefully read this agreement and understand it to be a **release of all claims and causes of action** for illness, injury or death to me or damage to my property or my family's property that occurs while participating in the described activity and an agreement to **indemnify** the county for losses, damages, and liabilities that may arise as a result of participation in the activity. This agreement and release of liability is voluntarily given.

\_\_\_\_\_  
Signature of Adult Volunteer

Date:



EXHIBIT F  
LOS ALAMOS COUNTY, NEW MEXICO  
(also referred to as the "County")

**ADULT GROUP/ORGANIZATION VOLUNTEER AGREEMENT  
AND RELEASE OF LIABILITY DURING A COUNTY EMERGENCY**

LAC DEPARTMENT/DIVISION:

\_\_\_\_\_  
Department/Division

\_\_\_\_\_  
Department/Division

\_\_\_\_\_  
Department Director/Division Manager

\_\_\_\_\_  
Department Director/Division Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**VOLUNTEER GROUP or ORGANIZATION:**

If applicable, attach proof of liability insurance for your group/organization. Please provide documentation showing the undersigned representative(s) has the authority to bind the organization/group and agrees to indemnify the County for losses, damages, and liabilities as a result of the volunteer activity(ies).

As a volunteer group or organization, we agree to serve as volunteers and commit to the following:

1. to perform this activity to the best of our ability;
2. to meet time and duty commitments or to provide adequate notice so that alternate arrangements can be made; and
3. to adhere to the volunteer activity's description and guidelines.

**VOLUNTEER ACTIVITY or PROJECT DESCRIPTION (attach additional page(s) if needed)** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LENGTH OF COMMITMENT/PROJECT DATE(S)** \_\_\_\_\_

\_\_\_\_\_

IMMEDIATE SUPERVISOR(S)/ COUNTY DEPT) \_\_\_\_\_

GROUP/ORGANIZATION (ADULT) REPRESENTATIVE(S) \_\_\_\_\_

### AGREEMENT AND RELEASE OF LIABILITY

- A. I wish to participate as a volunteer in the above-described activity and am able to perform the activity as described.
- B. I have read the County's Volunteer Policy. I agree that I will participate in the orientation and training required in Section III.C. of that policy prior to performing any volunteer activity.
- C. I agree to abide by all policies, rules and regulations of the County, State of New Mexico and the Federal government, controlling the area on which the volunteer activity is planned and conducted.
- D. I understand and agree that I am not an employee or agent of Los Alamos County and will not be considered an employee of the County for any purpose. I understand and agree that I shall not be entitled to any benefits or compensation. I shall have no authority to bind the County to any agreement, contract, duty or obligation. I shall make no representations that are intended to, or create the appearance of, binding the County to any agreement contract, duty, or obligation
- E. I agree that I will not operate Los Alamos County vehicles or equipment in conjunction with volunteer service without written authorization from the County Administrator and a current County operator's license or permit. I further acknowledge that any personal vehicle that I utilize in conjunction with volunteer service will be adequately insured as required by New Mexico law.
- F. I acknowledge and agree that there are certain hazards and risks inherent in this activity. I understand and appreciate the nature of the risks, and agree to help minimize the risks by exercising reasonable judgment and due care. I understand that these hazards or risks could result in property damage, illness, bodily injury or death to myself. I acknowledge the hazards or risks inherent in the activity include but are not limited to:
  - 1) violent contact with animals, structures, objects, fixtures or ground;
  - 2) violent contact with other persons or participants;
  - 3) mishap or accidents involving vehicles, tools, or equipment;
  - 4) infections, viruses and diseases;
  - 5) slipping, tripping or falling;
  - 6) adverse weather;
  - 7) cuts, scrapes, sprains and breaks;
  - 8) lifting, bending or stretching
- G. I acknowledge that this activity will take place, at least in part, in buildings or on lands owned by Los Alamos County, an Incorporated County of the State of New Mexico and this Agreement and Release of Liability is given for the benefit of the County.
- H. I hereby accept all risk of property damage, illness, injury or death that I may suffer or cause as a result of participation in the above-described activity, and I hereby release the County, its governing body, officers, employees, agents and representatives from any



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GROUP OR ORGANIZATION

Date

By: \_\_\_\_\_  
Name