



**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 a proof of liability of 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 pages, 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 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 judgement 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.

