



City of Firebaugh
1133 P Street
Firebaugh, Ca 93622
5559-659-2043

CITY OF FIREBAUGH VOLUNTEER APPLICATION FORM

NAME: _____
Last First Middle

HOME ADDRESS: _____
City Zip

Home Phone: _____ Cell Phone: _____ Work Phone: _____

CA Driver's License Number: _____ Date of Birth: _____

Emergency Contact Name: _____ Relationship: _____

Emergency Contact Number: _____

Preferred Days of Service:

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Time and Length of Service: _____ am/pm to _____ am/pm.

Desired Volunteer Services (if known): _____

Skills and/or Special Training: _____

Are you employed? Yes or No (circle one)

Name of Employer

Average hours/week

Have you ever been employed by the City?

Yes No

CRIMINAL HISTORY

Please note that a conviction may not necessarily disqualify you from volunteering with the City. The City will consider the relevant facts and circumstances surrounding any conviction to determine its potential impact on volunteer services. However, the City reserves the right to deny volunteer services to any individual for any reason not prohibited by law.

Have you been convicted of (1) a felony, or (2) within the past 24 months, a misdemeanor that resulted in imprisonment? Yes No

If yes, please explain, including nature of offense and disposition of case:

All applicants must successfully pass a background investigation that may include a criminal history and DMV record check. The attached form authorizes the City to obtain a consumer report on you for purposes of your volunteer services for the City. This form must be completed and returned with your application.

PHOTOGRAPHIC RELEASE

I hereby grant and convey to the City all rights, title, and interest in any and all photographs, images, or video of me or my likeness, or audio recordings of me or my voice, made by the City in connection with my providing volunteer services to the City. I understand and agree that I shall not be entitled to any form of compensation for the use of my name, image, likeness, or voice arising out of or relating to my volunteer services.

ACKNOWLEDGEMENT AND RELEASE OF LIABILITY

I acknowledge that, if selected, I will be a volunteer for the City of Firebaugh without any employment or independent contractor relationship with the City, and may be released from service at any time, for any reason, without notice. I further acknowledge that I shall have no entitlement to, or any expectation of, any wages, benefits, or other form of remuneration for my volunteer activities, unless the City Manager or City Council otherwise expressly agrees in writing. I agree that if selected, I will be subject to all City policies and regulations that are applicable to City employees.

I hereby acknowledge that if accepted as a volunteer for the City, I may be covered under the City's workers' compensation plan while performing volunteer duties pursuant to Labor Code section 3363.5. I further agree that, if covered by the City's workers' compensation plan, workers' compensation shall be my exclusive remedy for any injury suffered while performing said volunteer duties, including, but not limited to bodily injury, personal injury, illness, death or property damage, and that I waive seeking any other claim or actions of any type whatsoever against the City, its employees, officers, agencies, other volunteers and officials. I further agree to indemnify and hold harmless the City for any and all liability, claims and demands which arise from or are connected with the services I provide to the City as a volunteer.

I hereby release the City, and its employees, officers, agents, officials and representatives from all liability or damage related to or arising out of any activities to obtain, or any use of, a consumer report, criminal history record check, or other similar information, about me for purposes of my application or services to the City.

CERTIFICATION

I certify that the statements made by me in this application are true, complete, and correct to the best of my knowledge and further understand that any fraud or misrepresentation of material facts may be grounds for disqualification from volunteer services.

Volunteer (Print Name): _____

Signature: _____ Date: _____

- ❖ **Non-Disclosure.** Volunteer shall not at any time after the Effective Date, without the prior written consent of the City, disclose, divulge, market, publish or redistribute, to any person or entity, use or copy any of the City's Confidential Information. Confidential Information shall mean non-public data and information other than Trade Secrets, including, but not limited to, personnel, legal, or other internal matters.

Department _____	Office Phone Number _____
Supervisor's Name _____	
Term of Service/Agreement _____ to _____	



**CITY OF FIREBAUGH
VOLUNTEER RELEASE AND WAIVER OF LIABILITY FORM
READ CAREFULLY BEFORE SIGNING**

This Release and Waiver of Liability (the “Release”) executed on ____ day of _____, 20____ by _____ (“Volunteer”) releases the City of Firebaugh (the “City”) and each of its directors, officers, employees, and agents. The Volunteer desires to provide volunteer services for the City and engage in activities related to serving as a volunteer.

Volunteer understands that the scope of Volunteer’s relationship with the City is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that the City will not provide any benefits traditionally associated with employment to Volunteer; and that Volunteer is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of Volunteer’s services to the City.

- 1. Waiver and Release:** Volunteer releases and forever discharges and holds harmless the City and its successors and assigns from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from the services Volunteer provides to the City. Volunteer understands and acknowledges that this Release discharges the City from any liability or claim that Volunteer may have against the City with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services Volunteer provides to the City or occurring while Volunteer is providing volunteer services.
- 2. Confidentiality.** Volunteer shall not at any time after the Effective Date, without the prior written consent of the City, disclose, divulge, market, publish or redistribute, to any person or entity, use or copy any of the City’s Confidential Information. Confidential Information shall mean any non-public data and information, including, but not limited to, personnel, legal, or other internal matters.
- 3. Speaking on Behalf of City.** Volunteer shall not at any time after the Effective Date, without prior written consent of the City, make any statements on behalf of the City or City Owned Entity. Statements shall mean any written or verbal statement made in person, online, or via written materials, including but not limited to Facebook, Instagram, TikTok, City run websites, interviews, and any other media.
- 4. Insurance:** Further Volunteer understands that the City does not assume any responsibility for or obligation to provide Volunteer with financial or other assistance, including but not limited to medical, health, or disability benefits or insurance. Volunteer expressly waives any such claim for compensation or liability on the part of the City beyond what may be offered freely by the City in the event of injury or medical expenses incurred by Volunteer.

5. **Medical Treatment:** Volunteer hereby releases and forever discharges the City from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during Volunteer's tenure as a volunteer with the City.

6. **Assumption of Risk:** Volunteer understands that the risk of injury is inherent in any activity physical in nature. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the activities and releases the City from all liability for injury, illness, death, or property damage resulting from the activities.

7. **Photographic Release:** Volunteer grants and conveys to the City all right, title, and interests in any and all photographs, images, video, or audio recordings of Volunteer or their likeness or voice made by the City in connection with Volunteer's volunteer services to the City.

8. **Other:** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

VOLUNTEER:

CITY OF FIREBAUGH:

Date

Date

Print Name

Print Name

Signature

Signature

Phone