

**CONDITIONS OF VOLUNTEER SERVICE
STATE OF OREGON
(General Conditions)
PLEASE READ CAREFULLY**



As a person working with a State of Oregon agency, you need to understand the extent to which you are covered by State of Oregon self-insurance plan for tort liability and injury/illness. Please read the following carefully and sign on the reverse side.

1. **TORT LIABILITY** - You will be protected from civil liability for injuries or damage to the person or property of others, 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 reckless manner or with the intent to 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.

2. **MOTOR VEHICLE LIABILITY/PHYSICAL DAMAGE, UNINSURED MOTORIST, PERSONAL INJURY PROTECTION**

- If you use a personally owned vehicle in the course of your duties, you are required to have automobile liability insurance to provide primary coverage for any accidents involving that vehicle. State provided auto liability coverage may apply on a limited basis after your primary coverage limits have been used. Insurance certification must be provided to the Oregon Department of Fish and Wildlife upon request. Coverage is provided in accordance to the Oregon Tort Claims Act and the State's Self Insurance Policy Manual.

The state does not provide physical damage, uninsured motorist, and personal injury protection for your vehicle. This means the state will not pay the costs of any repairs to your vehicle. It is up to you to carry physical damage, uninsured motorist and personal injury protection on your vehicle.

3. **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 only to injuries resulting from an accident while performing volunteer duties. The state will pay medical treatment, bills, disability, death and dismemberment benefits up to a total sum of \$25,000. This is a secondary insurance if you have your own insurance. If you are injured in a private vehicle, the owner's automobile insurance is responsible for your medical bills.

As an authorized state volunteer performing activities on behalf of the State of Oregon, Oregon Department of Fish and Wildlife, 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.

4. **PERSONAL PROPERTY** - If you use personally owned or hired property in the course of your duties, it is up to you to carry insurance on that property. The state does not provide personal property damage protection for other than state owned or hired personal property. This means the state will not pay the cost of repairs to such personal property. Proof of insurance must be furnished upon request.
5. **REPORTING RESPONSIBILITY** - Any time you are involved in any accident or exposed to a potential liability situation while performing assigned duties, you must inform the agency supervisor as soon as possible.

Updated: March 2005

PLEASE READ THE REVERSE SIDE OF THIS DOCUMENT AND THE VOLUNTEER CODE OF CONDUCT CERTIFICATION FORM BEFORE SIGNING.

A. ASSIGNED DUTIES

Are limited to only those duties assigned by your ODFW supervisor or as listed in your volunteer job description.

Performing winter steelhead spawning ground surveys on Gales Creek. The surveys will be performed on foot walking both on the stream bank and in the stream itself. The stream terrain could be rocky, muddy, and slippery with unstable footing. The surveys will likely require passing through private property and interacting with landowners.

Yes **No** Will drive a state vehicle as part of duties. If yes, coverage is provided under the state auto insurance coverage. Volunteer must be 18 years or older, possess a current drivers license and have a volunteer application and 3 or 5 year driving record on file.

B. I HAVE READ AND UNDERSTAND THE ABOVE DUTIES AND THE CONDITIONS OF VOLUNTEER SERVICE. I HAVE ALSO READ THE VOLUNTEER CODE OF CONDUCT AND UNDERSTAND HOW IT APPLIES TO MY VOLUNTEER ACTIVITIES FOR ODFW.

Volunteer Name (type or print clearly)

Volunteer Signature _____ Date _____

Parent or Legal Guardian Signature _____ Date _____

(Required if volunteer is under age 18. Also see section C below.)

Address _____ City _____

State _____ Zip _____ Email _____

Birthdate _____

Day Phone () _____ Evening Phone () _____

In case of emergency, please notify

Address _____ City _____ State _____

Zip _____

Day Phone () _____ Evening Phone () _____

C. FOR MINORS ONLY: EMERGENCY MEDICAL RELEASE

**PARENT OR GUARDIAN'S AUTHORIZATION FOR MEDICAL CARE AND CONSENT TO AGREEMENT
READ CAREFULLY**

I, _____, as parent or legal guardian, hereby grant permission for _____ to do volunteer field work for the Oregon Department of Fish and Wildlife. In the event of an emergency, accident, or illness, I authorize the agency and its employees to administer emergency medical care to my child and/or, if deemed necessary, to secure emergency medical services and incur expenses for which I will be responsible for payment. **My signature below hereby represents that I have read, understand, and consent to this agreement.**

Signature: _____ Date _____
(Legal guardian signature required if participating person is under age 18 years)

D. AGENCY SUPERVISOR SECTION: Supervisor: You must fill out this section and the assigned duties section.

Agency Supervisor: Jeff Fulop

Telephone: (503) 657-2000 x256

Station/Location: Clackamas

Date: 3/18/2006

- Region/District Volunteer Host volunteer Student (any age) NOT receiving academic credit
 Club or Organization Volunteer (without coverage from group)
 Unpaid college student receiving academic credit