



VOLUNTEER STATUS AND WAIVER OF LIABILITY

Event/Activity:	
Volunteer's Name:	

The City of San José (“City”) is currently under a Proclamation of Local Emergency ratified by the City Council of San José on March 10, 2020 relating to the novel coronavirus pandemic. This Agreement is hereby entered into between the City and the undersigned (“Volunteer”).

Volunteer hereby agrees to assist the City with respect to the Activity described above in ways mutually acceptable and agreed upon between Volunteer and City.

Volunteer further agrees to the following terms of his/her volunteer status:

1. No compensation or reimbursement of any nature or type will be paid to or on behalf of Volunteer for his/her volunteer services.
2. Volunteer is not an employee or agent of City and City will pay no federal, state, or local taxes on behalf of Volunteer.
3. Volunteer has all licenses and insurances (i.e., driver’s license and car insurance) necessary to perform the tasks that may be asked of him/her. If he/she does not have the licensure or insurance to perform the task, he/she will immediately inform the City’s authorized representative to be assigned a different task.
4. On behalf of himself/herself, as well as his/her spouse, children, family members, and heirs, Volunteer hereby waives any claim for injury, death and/or damages relating to his/her volunteer activities for the City, including without limitation to those emanating from negligence, intentional conduct, or any other tortious activity, regardless of who commits said act or failure to act.

The City reserves the right to terminate Volunteer’s volunteer status at any time.

Photo Release

I understand that the City of San Jose may photograph or videotape the volunteer events or activity in which I am (or my child is) participating. I give my permission for the City to use photographs or videotape of me (or my child) for the purpose of promoting the City of San Jose and its services/programs. I give my permission with the following understanding: No compensation of any kind will be paid to me (or my child) at this time or in the future for the use of my (or my child's) likeness.

I also acknowledge and agree that my (or my child’s) services are provided for the convenience of the City and may be terminated for any reason or for no reason and at any time by the City without prior notice or hearing. I, the undersigned, certify that the information stated on this agreement and release is true, complete and correct to the best of my knowledge and belief and is made in good faith. Any false statements made by me may be used as a basis of rejection for this application or termination of volunteer services. This agreement shall remain in effect until terminated in writing by either party. Additional information may be provided on the attachments.



City of San José Volunteer Code of Ethics Agreement

Volunteers are an important asset of the City’s workforce and make it possible for the City to deliver services to San José residents. As a volunteer, you represent the City of San José. As such, it is important that you adhere to the City’s Volunteer Code of Ethics.

I, _____, as a volunteer with the City of San José agree to:

- Conduct myself in a professional manner; maintaining high standards of integrity and honesty.
- Treat all members of the public, employees, and other volunteers with respect and courtesy.
- Avoid any activity that could be seen as a conflict of interest, such as accepting gifts or favors from individuals or businesses that could be seen to be an attempt to influence a City decision.
- Respect confidential information that is available to me as a result of my volunteer work with the City, and refrain from using it for personal gain or for personal, non-City business related reasons. Bring any violation of this confidentiality to my supervisor.
- Promptly raise questions and concerns regarding possible violations of City policy or local, State or Federal law with my immediate supervisor or another manager within my department.
- Reinforce the City of San José's commitment to equal employment opportunity and a work environment free of discrimination and harassment, including sexual harassment. Please see Section 1.1.1., titled Discrimination and Harassment Policy, in the City Policy Manual. I understand that I may be released from my volunteer position with the City of San José for not adhering to the above Code of Ethics.

Volunteer Signature:		Date:	
Volunteer Address:			
City:		Zip Code:	

City Authorized Representative

Print:		Date:	
Sign:			