



# Town of Shutesbury

## Volunteer Liability Waiver Policy

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### 1. Purpose

The purpose of this policy is to protect the Town of Shutesbury from liability and to ensure that volunteers are fully aware of the nature of their service, including any potential risks to their safety or health. The nature of a "volunteer" in this policy, does not include special municipal employees or elected officials.

### 2. When Waivers Are Required

A signed Liability Waiver and Release must be obtained from a volunteer before they begin service in any of the following scenarios:

- Physical or Manual Labor: Any role involving the use of tools, lifting, or maintenance of Town property.
- Safety-Sensitive Environments: Activities taking place in locations with increased hazards, such as the Highway Department, Fire Department, or rugged outdoor terrain.
- Operation of Town Equipment: Any instance where a volunteer is authorized to use Town-owned devices, tools, or machinery.
- Travel and Transportation: Situations where a volunteer is traveling on behalf of the Town or operating a vehicle for Town business.
- Work with Vulnerable Populations: Any volunteer activity involving direct interaction with seniors or children.
- One-Time Events: Participation in Town-sponsored "clean-up days," festivals, or special projects of limited duration.

### 3. Best Practices for Waiver Administration

To ensure legal and operational consistency, the following procedures should be followed:

- Age Requirements: Volunteers must be aged 18 or older.
- Record Keeping: All signed waivers must be maintained in the Office of the Town Administrator or by the relevant Department Head in a secure file.
- Annual Renewal: For regular, long-term volunteers, waivers should be reviewed and re-signed annually to ensure contact and emergency information remains current.
- Safety Briefing: A waiver is not a substitute for safety training. Before signing, the supervisor must explain the specific hazards of the role.
- Insurance Coordination: Department Heads must ensure that volunteer activities are disclosed to the Town's insurance carrier as required.

#### 4. Mandatory Disclosures

Every Town of Shutesbury volunteer should explicitly state:

1. The volunteer is not an employee and is not entitled to wages or employee benefits.
2. The volunteer assumes the risk of any injury sustained during their service.
3. The volunteer agrees to follow all Town safety and conduct policies.

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# Town of Shutesbury

## Volunteer Liability Waiver and Release

Volunteer Name: \_\_\_\_\_

Department/Program: \_\_\_\_\_

Emergency Contact & Phone: \_\_\_\_\_

### 1. Waiver and Release of Liability

I, the undersigned, understand that my service as a volunteer for the Town of Shutesbury is provided at my own risk. I hereby release and hold harmless the Town of Shutesbury, its officers, employees, and agents from any and all liability, claims, and demands of whatever kind or nature which arise or may hereafter arise from my volunteer activities. I understand that this release discharges the Town from any liability or claim that I may have against the Town with respect to any bodily injury, personal injury, illness, death, or property damage that may result from my activities.

### 2. No Employment Relationship

I acknowledge that I am a volunteer and not an employee of the Town of Shutesbury. I am not entitled to:

- Wages or any form of salary.
- Employee benefits, including health insurance, workers' compensation, or paid leave.
- I understand that my service is at-will and may be terminated by either party at any time.

### 3. Safety and Conduct Requirements

- I agree to follow all safety rules and exercise caution in all work activities.

- I will immediately report any unsafe conditions, accidents, or injuries to my supervisor.
- I agree to maintain a professional standard of conduct and follow the Town's policies regarding harassment, drug and alcohol use, and workplace violence.

#### 4. Confidentiality and Property

- I agree to maintain the confidentiality of all Town records and information I may encounter.
- I understand that I am responsible for the proper care of any Town equipment assigned to me and must return all property upon the conclusion of my service.

#### 5. Medical Authorization

In the event of an emergency, I hereby give permission to the Town of Shutesbury to seek medical treatment on my behalf if I am unable to do so, though the Town is not obligated to provide such care.

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Signature of Volunteer: \_\_\_\_\_ Date: \_\_\_\_\_

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#### Implementation Checklist for Town Staff

- Review: Ensure the volunteer has read the Volunteer Handbook before signing.
- Storage: File the original signed waiver in the Town Administrator's office.
- Safety: Provide a job-specific safety briefing before the volunteer begins their task.