
Volunteer Agreement, Release and Waiver of Liability

Please read carefully

This Agreement, Release and Waiver of Liability ("Agreement") is executed on the _____ day of _____, 20____.

I, _____, understand that I
(Volunteer Name - Please Print – First and Last Name)

will be volunteering for the City of Owen Sound (the "City") in the following volunteer activity (the "Activity") at the following location(s).

Location(s): _____

Activity: _____

In consideration of being permitted to participate as a Volunteer, I hereby acknowledge and agree that:

1. Participation

- I am participating as a volunteer and not as an employee of or providing employment to the City. If I am currently a City employee, I understand and agree that I am participating freely as a volunteer, on my personal time, and not as a condition or extension of my employment.
- As a volunteer, I will not, either now or in the future, receive any financial remuneration, salary, wage, payment, or any employee benefit whatsoever.
- I will not be accorded any employment rights by the City and nothing in this Agreement or the Activity shall be construed as creating a partnership, employment, internship or agency relationship between me and the City.
- Except as authorized, I will not be provided with or use the City's facilities and equipment.
- All material prepared by me while participating in the Activity, including copyright therein, shall become the sole property of the City and be returned to the City. I waive any moral rights I may have with respect to all material prepared pursuant to this Agreement in favour of the City and any of its assignees and licensees.
- In the course of or incidental to my participating in the Activity, I may be in receipt of confidential information. I agree that I shall not at any time, while I am a volunteer for the City or at any time thereafter, disclose to anyone such

Volunteer Agreement, Release and Waiver of Liability

confidential information, except as may be required or permitted by law or at the request of the City.

- There may be members of the media or City staff or their agents present during the Activity and that if I do not wish to have media taken of me (photographs, videos, quotations, audio recordings), it is my responsibility to make this known at the time.
- If I agree to have media (photographs, videos, quotations, audio recordings) taken of me during the Activity, or if I do not make it known at the time of the Activity that I do not media taken of me, I grant permission to the City to use any form of media taken of me during the Activity.
- I will not take any videos, photographs, or sound recordings of the Activity without the consent of City staff.

2. Acknowledgment and Assumption of Inherent Risk

- I acknowledge that my participation in the Activity involves certain elements of risk. The risk of sustaining injury can result from the nature of the activity itself, natural and manmade conditions, climatic conditions, the actions of third parties and my own physical condition and actions.
- I accept and fully assume all risks, loss, injury, or damage, without qualification, that may arise out of or result from my participation, including economic loss, personal injury, death to myself or damage to my property wherever sustained including on City premises, City owned land, public streets or elsewhere.
- I understand that the City is not responsible for my actions. I freely accept and fully assume all risks, dangers and hazards resulting from my participation. I further acknowledge that as a result of the COVID-19 pandemic crisis which commenced in 2020, my personal health and that of others is further exposed to additional risk due to the virus. I assume all risks related to this participation inclusive of community engagement which may increase my risk of virus exposure.

3. Assumption of Responsibility and Adherence to Rules

- I understand that it is my responsibility to adhere to the instructions given by the City staff responsible for the Activity for the protection of myself and others while participating in the Activity.
- I understand that, should it be deemed that I failed to adhere to rules and/or public health guidelines, I have put the health and safety of others at risk, and I

Volunteer Agreement, Release and Waiver of Liability

will lose my privilege to participate in the Activity and may possibly be subject to legal action.

4. Release of Liability, Waiver of Claims & Indemnity Agreement

- I release the City and its employees, council members, officials and officers, agents and assigns for any and all claims for personal injury and/or property damage that may arise from or be in any way connected to my participation in the Activity. I understand that this release applies to both present and future injuries and that it binds my heirs, executors, and administrators.
- I am aware that while participating as a volunteer in the Activity I am not provided with any disability, accident or medical insurance or compensation and that I am not covered by the *Workplace Safety & Insurance Act*, should I become injured while participating as a volunteer.

5. Notice of Collection of Personal Information

- As a volunteer, through this form or otherwise, you may be providing the City with personal information as defined under the *Municipal Freedom of Information Act*. This information is collected under the legal authority of the *Municipal Act, 2001*, S.O. 2001 c.25. This information will be used and maintained by the City of Owen Sound for the administration of volunteer opportunities. Questions regarding this collection may be directed to the City Clerk, 808 2nd Avenue West, Owen Sound ON N4K 2H4, clerks@owensound.ca or 519-376-1440.

6. Training

- I have read, understand, and agree to abide by the attached Volunteer Handbook. I understand that failure to adhere to the Handbook could result in losing my privilege to participate in the Activity.

7. General

- I have been given the opportunity to seek independent legal advice prior to signing this document.
- This document will remain in force until a written agreement of termination is signed between the City and the undersigned.
- This document is intended to be as broad and inclusive as permitted by the laws of the Province of Ontario in which the Activity takes place and agree that if any portion of this Agreement is invalid, the remainder will continue in full legal force and effect.

Volunteer Agreement, Release and Waiver of Liability

By signing this form, I acknowledge that I have read, understood, and agreed to the above conditions, release, and waiver. I have read this Agreement and understand its terms. I sign voluntarily and have full knowledge of its significance. I am at least eighteen (18) years of age and fully competent to sign this Agreement; or I am under eighteen (18) years of age and will be volunteering with the consent of a parent or legal guardian.

Volunteer Signature: _____ Phone: _____

Email: _____

Emergency Contact: _____ Phone: _____

For individual under eighteen (18) years of age:

- Parent/Guardian signing on behalf of the above minor: I have carefully considered my decision, the benefits and risks involved and hereby give my informed consent, on behalf of the above listed minor child, for them to participate in the Activity as set forth in the above Volunteer Agreement, Release and Waiver of Liability, and such terms that are incorporated herein. I have read and understand the above Volunteer Agreement, Release and Waiver of Liability, any questions of mine have been answered, and I voluntarily agree to all such provisions. It is my intent to bind my and the minor Volunteer's heirs, next of kin, assigns, and legal representatives.
- If only one parent or guardian signs this Agreement on behalf of a volunteer who is under 18 years of age, then the undersigned parent or guardian of the volunteer hereby covenants, warrants, represents and agrees that he or she is executing these forms on behalf of, and as an agent for, any other individual who may be a parent or guardian of the volunteer, that they are fully authorized to do so, and that by executing such Agreement with parental authorization, the undersigned is binding themselves, the volunteer, and any other parent or guardian of the volunteer, and all of their heirs, next of kin, assigns, and legal representatives to such Agreement and parental authorization.

Parent/Guardian Name: _____ / _____

Parent/Guardian Signature: _____ / _____

Volunteer Handbook

Welcome

On behalf of the City of Owen Sound (the "City"), thank you for showing an interest in joining our Volunteer Team.

Volunteers are the heart and soul of municipal programming. City Volunteers are recognized as frontline ambassadors of the City and without their commitment many of the amazing events that have come to represent City would not be possible. Our Volunteer Team's passion, dedication, and generosity make it possible to continuously produce memorable experiences for both participants and members of our community. This handbook is intended to assist you in developing a thorough understanding of corporate policies and procedures, and to provide you with accurate information about activities taking place in the City.

Please take the time to familiarize yourself with the information in this handbook prior to your volunteer experience. We would like all volunteers to become knowledgeable about their role in order to better serve participants. Thank you for volunteering your time and energy to help improve our community. We look forward to having you as part of our team.

Volunteer Handbook

Volunteer Code of Conduct

1. Display respect and professionalism and treat all individuals with dignity.
2. Conduct yourself as a representative of City of Owen Sound.
3. Model positive behaviors and attitudes for others.
4. Refrain from public criticism of other volunteers, staff, participants, and services. This includes online comments through social media and any other form of communication.
5. Abide by all policies and procedures that pertain to a volunteer.
6. Refrain from use of profane, insulting, or otherwise offensive language.
7. At no point be under the influence of alcohol, drugs, or banned substances.
8. Dress appropriately and adhere to the dress code of your role.
9. Contribute to a positive environment.
10. Maintain confidentiality and respect the privacy of others.

Volunteer Handbook

Expectations for Volunteers

- Fulfill your tasks in a timely fashion.
- Understand and execute all your duties to the best of your ability.
- Meet all the requirements for a position.
- Report all absences to your Supervisor in advance.
- Operate as a team with City staff and fellow volunteers.
- Request assistance from your Supervisor when handling difficult situations.
- Use and/or wear protective clothing based on weather conditions (example: sunscreen, hats, rain gear, gloves, etc.)
- Adhere to scent-free environment policy by not wearing perfume or cologne when on duty.
- Dress appropriately, adhering to dress code for your position and maintain good
- personal hygiene.
- Travel light as many of our venues do not offer a place to store personal belongings and valuables.
- Report immediately any injuries or complaints to your Supervisor.

Volunteer Handbook

General Information

Attendance

Please notify your Supervisor as soon as possible if you cannot attend a scheduled shift. Volunteers are expected to attend the full duration of a volunteer placement. As a general rule please arrive at your volunteer shift 10 minutes early.

Dress Code

Please dress appropriately based on your position, weather, and any activities you may be participating in. The dress code for volunteers is casual wear, however, we ask you to remember that you are volunteering in a professional environment. Some volunteer positions might require a specific dress code. Wear comfortable shoes such as running shoes for long hours of standing and walking.

Clothing (hats, shirts, etc.) with inappropriate or offensive logos, writing, and designs shall not be worn when on duty.

Media

If you are approached by a representative of the media, please refer them to your Supervisor or another City staff member. Do not make statements to the media.

Ending your Involvement

Please let your Supervisor know if you decide to discontinue volunteering for the City.

Volunteer Handbook

Health and Safety

The City is committed to work in collaboration with its workplace parties at every level to create a physically and psychologically safe and healthy work environment; as well as to inspire the ongoing development of the internal responsibility system ("IRS"). The City will take every precaution reasonable in the circumstances for the protection of workers, volunteers, and others.

Under the IRS, within an organization, everyone has direct responsibility for health and safety as an essential part of their job. It does not matter who or where the person is in the organization, they achieve health and safety in a way that suits the kind of work they do.

Each person takes initiative on health and safety issues and works to solve problems and make improvements on an on-going basis. They do this both singly and co-operatively with others.

Volunteer responsibilities include:

- Following the law and the City's policies, procedures and instructions;
- Using and wearing protective equipment required by the City;
- Acting in a way that won't hurt themselves or anyone else present;
- Reporting any hazard they find in a City facility or site to a Supervisor; and
- Reporting any unsafe behaviour they observe.

Volunteers have three (3) health and safety rights:

1. The right to know about potential hazards they may be exposed to at City facilities or sites and how to stay safe.
2. The right to participate and make recommendations in keeping City facilities and sites safe.
3. The right to refuse to do anything they believe is unsafe.

Volunteers will not be punished and there shall be no threat or reprisal for exercising their rights as a volunteer or for fulfilling their volunteer responsibilities as described.

Some specific health and safety procedures are summarised below for your information.

Emergency Procedures

Each City facility has a Fire Safety Plan, which is a document that outlines specific emergency procedures. Please familiarize yourself with the location of this document at your placement(s). If at any point during your volunteer experience you are concerned about emergency procedures, please speak with your Supervisor.

Here are several tips that can be applied in any emergency situation:

Volunteer Handbook

- Stop what you are doing and ensure your safety.
- Do not attempt to handle emergency situations alone.
- Alert your Supervisor/City Staff that an incident has occurred.
- Prepare to provide assistance as directed by City staff.
- Ensure the proper authorities are contacted – call 911 if the situation requires it.
- Be calm and lead by example.
- Refer any questions from patrons, public, and the media to your supervisor.

Incidents Reporting Procedures

As a volunteer you are expected to report all incidents to your Supervisor. Volunteer Supervisors will complete the Incident Report Form. As a volunteer your role is to assist your supervisor throughout the situation. Volunteers can sign the Incident Report Form as a witness but a member of staff should complete the form.

Incidents that should be reported include but are not limited to:

- Personal injury to a participant, volunteer, or staff.
- Damages to property or equipment.
- Lost or stolen items.
- Threat of violence or disruptive/abusive behaviour.

WHMIS (Workplace Hazardous Materials Information System)

WHMIS provides information about the hazards associated with potentially harmful materials and chemicals through:

1. Warning Labels (“first alert” located on containers of potentially harmful materials).
2. SDS (Safety Data Sheet - provides more detailed information about the hazards and safety precautions and are available in the SDS binder in each facility).

Labels are used on hazardous materials known as controlled products. A controlled product is any product that meets government testing requirements and is then assigned to a class. Look for the labels and symbols on any of the materials you work with – and make sure you understand the safe way to handle them. Always ask your Supervisor if you are unsure how to proceed.

Hazard Reporting

If you see any unsafe condition, defective equipment, or other hazards, you shall report it to your Supervisor immediately. Some potential hazards that volunteers may face include:

Volunteer Handbook

- Weather – extreme summer or winter conditions, slippery conditions, electrical storms and more.
- Ergonomics – risk of injury when lifting or doing repetitive motions.
- Slips, Trips and Falls – something as simple as spilled coffee on the floor, or an icy parking lot can lead to a fall and very serious injury.
- Safety Around Moving Vehicles and Machinery – places where vehicles or machinery are being operated present hazards.

Violence and Harassment

Volunteers are expected to share in preserving and enhancing the City's image and reputation of integrity and credibility and to contribute toward the creation and maintenance of a positive and inclusive environment.

Every volunteer has the right to volunteer in an environment free from discrimination, harassment or violence.

Volunteers are responsible for preventing and reporting incidents of discrimination, harassment, and violence including offensive remarks or other actions that create intimidating, hostile or humiliating conditions.

Volunteers will report all allegations to their Supervisor (City staff) immediately following the incident. Supervisors will deal with any situations involving claims of harassment or discrimination effectively, quickly, and fairly.

Volunteer Handbook

Customer Service

The City is committed to providing excellent customer service. As a volunteer with the City, you create a positive customer experience by providing prompt, welcoming, and courteous service. Some behaviours that contribute to an excellent service experience include:

Welcoming, Patience and Consistency

Make customers feel welcomed and appreciated. The easiest way to do this is to smile and offer a warm greeting. Treat each customer with respect and consideration. Your goal is to provide the same quality of service to all customers while treating each customer as a unique individual.

Customer Oriented

The ability to accept responsibility or negative feedback is crucial. We have to always keep the customer's happiness in mind.

Adaptability

Every customer is different! You should be able to handle surprises, sense the customer's mood and adapt accordingly. This also includes a willingness to learn—providing good customer service is a continuous learning process.

Clear Communication

Ensure you convey to customers exactly what you mean. Use positive language, stay courteous and polite and never end a conversation without confirming the visitor is satisfied. Listen thoroughly to be sure you understand the customer's need.

Knowledge

Stay informed to respond to most inquiries and know where to turn if the questions become too detailed for you to answer. But don't be afraid to say "I don't know but I'm happy to find that out for you". Customers will appreciate the honesty and your efforts to find the right answer. Never be afraid to ask for help from your supervisor or another staff member.

Volunteer Handbook

Accessibility & Inclusion

To ensure excellent customer service, we must also comply with the *Accessibility for Ontarians with Disabilities Act* ("AODA"). Accessibility makes it possible for people with all levels of ability to take advantage of everything the City has to offer.

Barriers aren't just physical things, such as steps onto a bus or a door without an automated door opener. Information that a person can't easily access or understand can also be an obstacle. Technology, or lack of it, can present difficulty as can organizational barriers, which occur when policies, procedures or practices don't take accessibility into account. Attitudinal barriers are about what we think or assume.

The Customer Service Standard of the AODA requires organizations and businesses to provide accessible customer service to people with disabilities. Accessible customer service is about understanding that people with disabilities may have different needs and finding the best way to help them access goods and services.

It is about:

- not making assumptions about what people can or cannot do because of their disabilities;
- inclusion – making everyone feel welcome and included; and
- understanding that people with disabilities may have different needs. Serving customers with disabilities is also about showing sensitivity and respect.

As a general rule, use the TALK principle when interacting with the public.

TALK Principle

T – Take the time to ask "May I help you?".

A – Ask – don't assume. Never assist unless asked.

L – Listen attentively and speak directly to the customer.

K – Know the accommodations and special services that are available.

Being able to interact and communicate with people with disabilities is a big part of providing accessible customer service. Sometimes the best approach is to ask a person with a disability how you can best communicate with them.

A good starting point is using appropriate language and terminology. For instance, say "person with a disability" rather than disabled person and avoid sympathetic phrases such as: victim of, suffers with, confined to a wheelchair, physically challenged, or stricken with a particular illness or disability.

Other tips include:

- Identify yourself when you approach and speak directly to your customer.

Volunteer Handbook

- Maintain eye contact, and use body language, gestures, and facial expressions to help you communicate
- Reduce background noise
- If appropriate, ask the customer if another method of communicating would be easier
- When providing information, be precise and descriptive – use plain language
- Do not speak to your customer in a patronizing or infantilizing way
- If providing guidance, offer your elbow and if they accept, lead – don't pull
- If you need to leave the customer, let them know
- If the person with a disability uses a support person, look and speak directly to the customer, not the support person
- Don't make assumptions about what a person can or cannot do
- Be patient and allow extra time if needed. Don't interrupt your customer's sentences
- Be willing to rephrase or explain something again in another way, if needed
- Confirm what the person has said by summarizing or repeating what you've understood and allow the person to respond – don't pretend if you aren't sure
- If necessary, provide other ways for the customer to contact you, such as email
- If you sense or know that a customer has a mental health disability, treat them with the same respect and consideration you have for everyone else
- Respect your customer's personal space

The customer with a disability might have an intervener, a service animal like a guide dog or assistive equipment. Your priority should always be to focus on the customer directly avoiding touching their equipment or petting the service animals without the customer's consent.

A service animal is identifiable through visual indicators or by documentation from a regulated health professional. Under the Customer Service Standard of the AODA, there are no restrictions on what type of animal can be used as a service animal. The law requires the City to allow a person to bring their service animal with them into areas open to the public or to visitors.

You can learn more about the Accessibility for Ontarians with Disabilities Act at www.aoda.ca.