

**VILLAGE OF YELLOW SPRINGS, OHIO  
RESOLUTION 2023-16**

**APPROVING A VOLUNTEER POLICY FOR VILLAGE OF YELLOW SPRINGS  
VOLUNTEERS**

WHEREAS, the Village has long relied upon the volunteerism of our citizens to assist with many aspects of Village government as well as to assist with projects of all kinds; and,

WHEREAS, it is a best practice to enact one comprehensive volunteer policy that can cover most forms of volunteerism within the Village, acknowledging that the YS Police Department has long had a complete Volunteer Policy which this generalized policy will not supercede,

**NOW THEREFORE, Council for the Village of Yellow Springs, Ohio hereby resolves that:**

**Section 1.** Council hereby authorizes use of the Volunteer Policy attached hereto as Exhibit A.

**Section 2.** Council further approves the Waiver of Liability attached hereto as Exhibit B.

**Section 3.** Council approves the attached Exhibit C "Volunteer Pre-Application".

**Section 4.** Council thanks our many wonderful volunteers and encourages all to help us fulfill our Village goals.

Signed: \_\_\_\_\_

Brian Housh, President of Council

Passed: 3/20/2023

Attest: \_\_\_\_\_

Judy Kintner, Clerk of Council

ROLL CALL:

Brian Housh \_\_Y\_\_

Marianne MacQueen \_\_Y\_\_

Kevin Stokes \_\_Y\_\_

Carmen Brown \_\_Y\_\_

Gavin DeVore Leonard \_\_Y\_\_

Volunteer attendance is important to the operation of our programs. Please make every effort to honor your volunteer commitment. Volunteers should notify the VYS Volunteer Coordinator in advance if they are unable to be present for their volunteer work.

### **Proper Attire**

We require that volunteers follow the guidelines for proper attire for certain volunteer opportunities for safety reasons. For example, certain volunteer opportunities may require closed toe shoes or protective wear. The attire required for each project is determined based on the nature of the project and with volunteers' protection in mind. If a volunteer arrives to a project inappropriately dressed, VYS reserves the right to ask the volunteer to change into something which satisfies the requirements before beginning to volunteer.

### **Volunteer training**

Volunteer training will be determined by opportunity. Some opportunities will only require a quick overview of the day's work with a VYS Staff Representative prior to completing the project. Other opportunities may require more extensive training.

### **Vehicle usage**

Volunteers are not authorized to drive any vehicles that are the property of the VYS.

### **Power tools and equipment**

Tools and/or equipment may be used by volunteers at the discretion of a VYS Staff Representative on site at the time of such use. Tools and equipment may only be used if the VYS Staff Representative on site verbally authorizes a specific volunteer to do so.

### **Accidents & Injuries**

Any accident or injury must immediately be reported to the VYS staff in charge of your volunteer project so the proper safety measures can be taken. Volunteers are not covered under the VYS insurance for injury to themselves.

### **Harassment policies**

The VYS is committed to providing volunteers with an environment that is free from discrimination and unlawful harassment. Actions, words, jokes, or comments based on an individual's sex, sexual orientation, race, ethnicity, age, religion, or any other legally protected characteristic will not be tolerated. VYS encourages volunteers to bring any incidents of harassment to the immediate attention of the VYS Volunteer Coordinator.

### **Volunteer Dismissal**

VYS may terminate a volunteer's placement, or a volunteer may terminate his/her volunteer commitment, without cause, and with or without notice, at any time for any reason.

## **Exhibit B to Resolution 2023-16**

### **Village of Yellow Springs Release and Waiver of Liability for Voluntary Services**

**Waivers and Release.** I hereby release and forever discharge and hold harmless the Village of Yellow Springs (hereinafter "Yellow Springs"), and its employees, agents, officers, successors and assigns from any and all liability for claims, demands, and causes of action, of whatever kind of nature, either in law or equity, which may hereafter arise from my participation with and/or any project, activity or event sponsored, managed, arranged or promoted by, or otherwise affiliated or associated with Yellow Springs. I understand and acknowledge that this Release discharges Yellow Springs from any liability or claim that I may have against Yellow Springs with respect to any bodily or other physical injury, illness, death or property damage that may result from my voluntary participation. I also understand that Yellow Springs does not assume any responsibility or obligation to provide financial assistance or other assistance, including, but not limited to, medical, health, or disability insurance, in the event of injury, illness, death or property damage.

**Insurance.** I understand that Yellow Springs may, at its sole discretion, elect to provide group accident or other liability insurance for the benefit of its volunteers. The policy language will govern any coverage so provided. Except to the extent that it may provide such insurance, Yellow Springs does not carry or maintain any health, medical, or disability insurance coverage for the benefit of its volunteers, or workers' compensation coverage for the benefit of non-emergency volunteers, and expressly disclaims any responsibility or obligation to do so. As a volunteer, I am expected and encouraged by Yellow Springs to maintain medical, health, and all other applicable insurance coverage for my own benefit. Yellow Springs only provides automobile liability insurance coverage to volunteers when a Village car is driven to complete their duties. If you are driving your own vehicle while performing volunteer duties, your insurance carrier will provide the coverage.

**Summary of Liability Coverage for Volunteers.** The Village of Yellow Springs has liability insurance coverage to protect employees and other covered persons as outlined in Yellow Springs' insurance policies. Volunteers of the Village of Yellow Springs are considered *covered persons* under this liability insurance coverage while acting for or on behalf of the Village of Yellow Springs and within the course and scope of their involvement. Certain exclusions apply.

**Medical Treatment.** Except as otherwise agreed to by Yellow Springs in writing, I hereby release and forever discharge Yellow Springs from any and all liability claims, demands and causes of action whatsoever that may arise on account of any first aid or other medical treatment rendered during my participation with any project, activity or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with Yellow Springs.

**Accident Reports.** If you observe or are involved in an accident while performing Village volunteering duties, report the incident immediately to your staff liaison and complete required accident reporting forms, as instructed. In the case of an emergency or if you are involved in a traffic accident, call 9-1-1 to report your location and any injuries. Seek medical attention as necessary.

**Assumption of Risk.** I understand that my participation with Yellow Springs and/or any project, activity or event sponsored, managed, arranged or promoted by, or otherwise affiliated or associated with Yellow Springs may include activities that may be hazardous to me. I further recognize and understand that such participation may involve certain inherently dangerous activities. I hereby expressly and specifically assume the risk of injury or harm in the activities and release Yellow Springs from all liability for injury, illness, death and/or property damage that may result.

**Photographic Release.** I do hereby grant and convey unto Yellow Springs all rights, titles, and interest in and to any and all photographic images and video or audio recordings made by or on behalf of Yellow Springs or made with its consent, during my participation with any project, activity or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with Yellow Springs, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**Suitability for Volunteer Service.** I understand that by offering to serve in a volunteer capacity for Yellow Springs, I do so at the sole discretion of Yellow Springs, and as such Yellow Springs has the last and final judgment on my suitability for volunteer service and may, at any time, discontinue the relationship. I may also discontinue the relationship at any time I wish.

**Other.** I have had the opportunity to review the Yellow Springs Volunteer Policy and I accept and agree to abide by all terms contained there. I expressly understand and agree that this Release is intended to be as broad and inclusive as permitted by law, and that this Release shall be governed by and interpreted in accordance with federal, state, and Village laws. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release. By signing below, I acknowledge that I have read and understand this Release and agree to its provisions.

Print Volunteer Name \_\_\_\_\_ Date \_\_\_\_\_

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

Signature of Parent or Guardian if volunteer under age of 18 \_\_\_\_\_ Date \_\_\_\_\_

**Exhibit C to Resolution 2023-16**

**Village of Yellow Springs Pre-Volunteer Application**

I have read and understand the Village of Yellow Springs Volunteer Policy and authorize the Village of Yellow Springs to obtain and a background check concerning me.

I also consent to have any legally required notices sent electronically.

**PERSONAL DATA**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ M.I. \_\_\_\_\_

Current Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Dates Lived Here: \_\_\_\_\_

Other Names Uses: \_\_\_\_\_ Years Used: \_\_\_\_\_  
(Including maiden name)

Social Security Number: \_\_\_\_\_ DOB: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ Driver's License State: \_\_\_\_\_ Exp. date: \_\_\_\_\_

Email: \_\_\_\_\_

I have the right to make a request to the Village of Yellow Springs Volunteer Coordinator, upon proper identification, to request the nature and substance of all information in its files on me at the time of my request, including sources of information and the recipients of any reports on me which has previously been furnished within the two year period preceding my request.

I certify that all elements of the personal data I have provided are true, accurate and complete.

Printed Name

Applicant Signature

Date

\_\_\_\_\_

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