

VILLAGE OF NILES

VOLUNTEER AGREEMENT

[_____] (“Volunteer”), understands and agrees that the services he/she offers
PRINT FULL NAME
and agrees to provide to the Village of Niles, Illinois (the “Village”) are provided entirely on a voluntary basis. The Volunteer and the Village also agree to all of the following:

- 1) Volunteer agrees, understands and acknowledges that he/she is not an employee, agent or contractor to the Village. Volunteer acknowledges that he/she will not receive and he/she is not entitled to any wages, benefits or other compensation of any kind based on his/her performance of volunteer activities pursuant to this Volunteer Agreement.
- 2) Volunteer is freely offering his/her services without pressure or coercion, direct or implied, or any positive or negative influences by the Village and/or any of its employees, elected officials, managers or residents.
- 3) Volunteer understands and agrees that the volunteer services performed for the Village will have no input or influence on any employment decisions made by the Village in the event that the Volunteer later applies for employment with the Village.
- 4) Volunteer understands and agrees that he/she is not entitled to and/or eligible to participate in any pension, health or other employee benefit plan of the Village, including but not limited to the Illinois Municipal Retirement Fund based on or arising out of his/her performance of volunteer services to the Village.
- 5) There is nothing in this Agreement that prevents or restricts the Volunteer from engaging in any outside business activity or venture in any capacity or in any manner with any other municipality or business entity. In the event that the Volunteer elects to perform volunteer services for any other municipality, person or business entity, Volunteer must understand and agree that the Village of Niles will have no control or authority to influence said activities.
- 6) The Volunteer shall have no authority (implied or actual) to enter into contracts or other agreements on behalf of the Village for any purpose.
- 7) If requested and/or legally required, the Volunteer agrees to submit to and cooperate with any background investigation or reference check requirements applicable to other individuals who offer volunteer services to the Village.
- 8) Volunteer agrees to operate within the scope of the duties associated with the volunteer position(s) assigned to him/her by an authorized representative of the Village, whether performing those duties on or off Village property.
- 9) Volunteer understands that he/she is at all times required to follow the supervision and direction of the Village staff members in the performance of any volunteer activity. In no event will Volunteer serve in any capacity as a supervisor or manager over any other person while performing volunteer services with the Village.
- 10) Volunteer agrees and understands that his/her volunteer relationship with the Village can be terminated at any time, with or without cause, by either the Village or the Volunteer. If the Volunteer relationship between the Parties is suspended or ends, for any reason, Volunteer agrees that he/she will immediately return all Village supplies, equipment, records and other items in good, clean condition.
- 11) Volunteer agrees to conduct himself/herself in a manner so as to present a positive image of the Village. This includes being courteous and helpful to participants, Village employees, other volunteers, visitors, and members of the general public. Volunteer also agrees to conform to all reasonable guidelines for appropriate dress while serving as a Volunteer to the Village.

12) Volunteer understands that there are certain risks for injury in any community program or other activity, and that the staff and volunteers of the Village will make every reasonable effort to ensure the safety and health of each volunteer or participant to the extent it is legally required to do so. Beyond this, Volunteer will not hold the Village or its staff responsible, and Volunteer agrees to assume full risk for any injury caused to volunteer by virtue of his/her performance of volunteer services to the Village.

13) Volunteer shall not, under any circumstances, use, reference, share, communicate to any person or entity or otherwise misappropriate, or disclose any confidential information of the Village, unless authorized in writing by the Village Manager or designee. Confidential information includes but is not limited to the names and information of participants in any of the Village's programs (including their family members).

14) This Agreement shall be governed by and interpreted in accordance with the laws of the state of Illinois. Any legal action arising out of this Agreement shall be litigated in the Circuit Court of Cook County, Illinois.

15) COVID 19 ISSUES. Volunteer recognizes and acknowledges that in the course of volunteering for Village may become exposed to the virus that causes the COVID-19 disease and that exposure has the potential to cause illness or death. Volunteer hereby irrevocably and unconditionally release and hold harmless from liability Village, its staff, officers and directors, all other volunteers, and subcontractors and providers of Village, arising in any way from my volunteer work with Village, including illness or death from contracting the virus that causes the COVID-19 disease. Volunteer provides this Waiver and Release on my own behalf and on behalf of my relatives, successors and assigns. In addition, I provide it with full knowledge of its significance and with the intention of being legally bound by it.

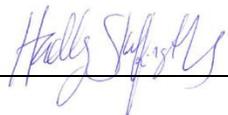
16) COVID 19 REQUIREMENTS. Volunteer agrees to answer questions regarding health issues and temperature taken as often as Village decides to determine eligibility for serving. Additionally to wear personal protective equipment as required by Village, including but not limited to, face covering, gloves, eye protection.

Volunteer represents that he/she has read, understands and agrees to fully comply with the terms of this Volunteer Agreement to the fullest extent of the law.

VOLUNTEER:

Signature: _____ Date: _____

VILLAGE OF NILES:

Signature:  _____ Acting Village Manager Date: 3/21/2021

IF THE VOLUNTEER IS UNDER THE AGE OF 18,

A PARENT OR LEGAL GUARDIAN MUST READ AND SIGN BELOW

By my signature I certify that I am the parent or legal guardian of this minor volunteer. I further certify that I have read, understood and consent to the above disclaimer and volunteer agreement, and hereby give my permission for the minor applicant to serve as a volunteer for the Village of Niles.

Parent/Guardian Signature: _____

Print Name: _____ Date: _____