

## Hitchcock Memorial Museum & Library Volunteer Agreement

Volunteers over the age of 18 will be provided a copy of Library policies and procedures and should read those and this agreement thoroughly before completing/signing page 2.

Volunteers under the age of 18 and their parent/guardian will be provided a copy of Library policies and procedures and both parties should read those and this agreement thoroughly before completing/signing page 2.

## **Terms of Volunteer Service**

I understand that I am a volunteer for the Hitchcock Memorial Museum & Library (HMML.) As a volunteer, I understand that I will not be compensated (financially, or in any other manner) for my volunteer time. I further understand that I am not an employee of HMML or the Town of Westfield and am not entitled to any benefits that are provided to employees of the Town. I further understand that should I apply for future job openings, the Library or Town is under no obligation to hire me.

I understand that my volunteer service may be terminated at any time and for any reason by myself or the Library, with or without notice. As a library volunteer, I will try and provide a minimum of 2 weeks' notice to the library staff to end my volunteer service.

As a volunteer, I understand that I am under no obligation to perform duties that I feel may be outside the scope of my physical abilities or which I consider hazardous to my health or well-being. The HMML and the Town of Westfield are not responsible for any injuries I may sustain while volunteering.

As a library volunteer, I am considered a library advocate and supporter and I agree to perform my volunteer duties in a professional and credible manner and act in the best interests of the HMML. I agree to protect patron privacy and understand that failure to do so will result in removal from service.

As a library volunteer, I agree to adhere to the Library's volunteer policy as well as other Library policies and procedures.

## **Volunteer Liability Waiver**

By signing the volunteer waiver, I agree to the following:

1. I release, waive, discharge, and covenant on behalf of myself and my minor children not to sue the Town of Westfield (Town), their elected and appointed officials, agents, volunteers, and employees from all liability to me, my minor children, for any loss or damage, and any claim or

demands on account of personal or property injury or because of my, or my minor children's death, whether caused by negligence or otherwise, while I, and my minor children, participate in the Hitchcock Memorial Museum & Library Volunteer Program.

- 2. I further agree to defend, indemnify, and hold harmless the Library and Town and its officers, employees and agents, from and against any and all claims, suits, actions, liability judgment and expenses that may arise by reason of services I, or my minor children, provide as a volunteer or that are connected in any way therewith. I will pay all costs incident to any claim, including, without limitation, attorney fees.
- 3. I expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Vermont and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- 4. In case of serious injury, I give my permission for Library personnel to seek any medical treatment for myself or my minor child should it become necessary.
- 5. I understand and respect the privacy of the patrons of Hitchcock Memorial Museum & Library. Any materials checked out, internet usage, etc by the patrons are considered confidential and will not be shared with anyone.

I have read and voluntarily sign this release, waiver of liability, and indemnity agreement, and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.
***************************************
Printed Name of Volunteer
Volunteer Signature
Date
Emergency Contact Name & Relationship
Emergency Contact Phone
Please also complete this section if the volunteer is under the age of 18:
Printed Name of Parent/Guardian
Signature of Parent/Guardian
Data