

TOWN OF OAKHAM, MASSACHUSETTS

Volunteer Policy

I. INTRODUCTION

The Town of Oakham welcomes and appreciates volunteer efforts to encourage public involvement in government affairs and providing quality services and programs to the residents of Oakham. Volunteers may serve in a variety of departments and capacities and are encouraged to look for opportunities which will allow them to share their experience, skills, and talents.

II. CONDITIONS FOR SERVING AS VOLUNTEER

1. A volunteer is defined as an individual who performs hours of service for the Town of Oakham for civic reasons, without promise, expectation or receipt of compensation, benefits or privileges for services rendered. Examples of volunteer positions include but are not limited to, non-appointed members of committees, volunteers with Parks and Recreation Committee, volunteers in the Senior Center, in the Library, with the Board of Health or Selectmen, or other departments or committees, and those in unpaid internship programs.

2. Volunteers shall sign a liability waiver form holding the Town harmless from liability arising out of their service to the Town. If Volunteer is under the age of 18, must be signed by a parent/legal guardian.

3. Volunteers are not employees of the Town of Oakham, except for purposes of the Conflict-of-Interest Law under Massachusetts General Laws (MGL) Chapter 268A. (Volunteers performing services for a town or holding a municipal position, even though unpaid, is a municipal employee under the Conflict-of-Interest law.)

4. Volunteers are not covered by any of the Town of Oakham benefit plans, including its workers' compensation plan.

5. Volunteers are required to conduct themselves in an appropriate manner and in accordance with the Town's policies and regulations and are subject to the policies of the town. A copy of these policies will be provided to each volunteer and each volunteer will sign an acknowledgement of receipt.

6. All volunteers must be covered by their own medical insurance policy and provide evidence of such coverage to the Town.

7. Volunteers may be subject to a Criminal Offender Record Information (CORI) check where required by law. (This generally includes volunteers who have unmonitored access to children, the elderly or the disabled.)

8. Volunteers may be asked to wear a Volunteer Name tag whenever performing volunteer service and are required to keep a record of the date, time, and hours they spend as volunteers as prescribed by the department or board/committee and shall volunteer only at times scheduled by the department or board/committee.

9. Court Ordered Community Service may be allowed at the discretion of the Town. Only non-violent criminals and non-sex-offenders are permitted to perform community service and their service is at the sole discretion of the department director and the Board of Selectmen.

10. Each volunteer must complete the "Volunteer Application Form," which will be maintained by the Board of Selectmen's Administrative Assistant. Volunteers will be interviewed by the department director or board/committee representative who shall determine the qualifications of the applicant prior to being accepted for the volunteer position.

10. Volunteers under the age of 18 shall not operate any machinery or engage in any hazardous activity without the express prior written approval of the department director and the Board of Selectmen.

12. The Board of Selectmen may adopt protocols and guidelines to carry out this Policy.

APPROVED BY THE BOARD OF SELECTMEN ON : November 13, 2023

Town of Oakham
Volunteer Waiver, Release, and Indemnification

Name of Volunteer (please print): _____

Address: _____ Phone: _____

Name of Emergency Contact: _____ Phone: _____

Volunteer Activity: _____

Activity Supervisor/Coordinator: _____

I, the undersigned volunteer, desire and agree to volunteer for the Town of Oakham ("Town") in the volunteer activity described above, I further understand and agree as follows:

1. I am donating my time and services without any compensation and shall at no time be considered an employee or independent contractor of the Town, and the Town will not provide insurance coverage for me. This is my personal choice, and I make it freely and voluntarily, with knowledge of the lack of compensation and awareness of the risks discussed below.
2. I know of no reason, medical or otherwise, that would prevent me from performing the tasks required to participate in this volunteer activity.
3. Assumption of Risk. I understand that there are dangers inherent in participating in this activity including, but not limited to, bodily injury, disability, and death. I understand that participating in this activity involves risks that include but are not limited to inclement weather or excessive heat, proximity to vehicles or equipment, contact with and actions of other participants, slips/trips/falls, and exposure to wildlife, among others. I assume all risks of participating in this volunteer activity and assume full responsibility for my conduct and actions, including any injury to myself or others or damage to property that may result while volunteering, and I understand that the Town is not responsible for conditions that I create myself or those created by other volunteers or participants.
4. Waiver and Release, I understand and acknowledge that this waiver discharges the town from any liability or claim that I may have against the Town with respect to bodily injury, personal injury, illness, death, or property damage that may result from my participation in the volunteer activity. In consideration of the volunteer opportunity described above, I, for myself and for my heirs, assigns, executors, and administrators, hereby release and agree to hold harmless and indemnify the Town, its officers, employees, agents, and volunteers, from and against all loss, damage, expense, or cost (including attorney's fees) of any kind for injuries (including property damage, personal injury, disability, and death) arising, directly or indirectly, out of this volunteer activity, whether caused by the negligence of the Town or otherwise. I also agree not to sue and agree to hold harmless, defend, indemnify, and reimburse the Town, its officers, employees, agents, and volunteers for all claims, damages, losses, or expenses, including attorneys' fees, if a suit is filed concerning an injury, illness, or death to me resulting from participation in this activity.

- I (and parent/legal guardian if volunteer is under age 18) have carefully read this release and understand and agree with all its terms and conditions. I have been able to ask questions about the activity and they have been answered to my satisfaction. I am fully aware that by signing this document I am releasing the above-mentioned parties from liability that may arise as a result of intentional or negligent acts of these parties. I execute this voluntarily, knowingly, and of sound mind.

Signature of Parent/Legal Guardian (if volunteer is under age 18)	Date
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Printed Name of Parent/Legal Guardian _____