



SPRINGFIELD POLICE DEPARTMENT

VOLUNTEER

ACKNOWLEDGEMENT, WAIVER AND RELEASE



This form must be signed by each volunteer who will participate (Participant) in or otherwise be involved with the City of Springfield Police Department's Volunteer Program (Program).

I ACKNOWLEDGE and UNDERSTAND that I am volunteering my services to the Program gratuitously, without any express or implied promise by the City of Springfield or the Springfield Police Department to compensate me for my services, and I ACKNOWLEDGE and UNDERSTAND that I am not entitled to, and will not receive, remuneration of any kind, including, but not limited to salary or reimbursement for my transportation, parking, travel, or any other expenses whatsoever which may be incidental to my services as a volunteer for the Program.

I ACKNOWLEDGE and UNDERSTAND that I am not an employee of the City of Springfield or the Springfield Police Department and therefore am not entitled to any benefits normally associated with employment including, but not limited to, retirement and leave accrual. I ACKNOWLEDGE and UNDERSTAND that there has been, and will be, no promise of future employment with the City.

I ACKNOWLEDGE and UNDERSTAND that I am a volunteer with the Springfield Police Department and as such do not have legal authority to arrest, detain or take any other Police action or imply such to any member of the public unless expressly directed to do so by a sworn Springfield Police Officer under his or her direct supervision.

I ACKNOWLEDGE and UNDERSTAND that I am not an agent of the City of Springfield or the Springfield Police Department and will not make any commitment on behalf of either to third parties.

I ACKNOWLEDGE and UNDERSTAND that I must conform to the rules and regulations of the City of Springfield and to the Springfield Police Department to the best of my ability including but not limited to timely arrival at the office or work site to commence my services as a volunteer and timely notification if I cannot be in attendance. Failure to conform to these rules are grounds for termination at any time by the City of Springfield or the Springfield Police Department.

I ACKNOWLEDGE and UNDERSTAND that I will be participating in the Program at my own risk. I affirm that I am physically fit and prepared to perform services in the Program as defined in the Volunteer Job Description. I will not create an unsafe situation for myself or other individuals, and will immediately notify my direct supervisor of any situation that I feel is unsafe. I will not use any tool or engage in any task which I am not completely comfortable. I will abide by all applicable federal, state and local laws as well as the rules and directions of the Program coordinators.

I ACKNOWLEDGE and UNDERSTAND that I may be exposed to confidential information while participating in the Program and I agree to respect the confidential nature of all information whether in files, electronic form, and/or any other confidential information which may be revealed to me in any other manner (including contacts with third parties who relate confidential information to the Springfield Police Department). I also agree not to remove such information via copies or by other recording means from my work locations. I represent and warrant that I am not currently representing a member of, and/or associated with any person or entity against any of the City of Springfield or the Springfield Police Department's interests. I further agree that I will not represent any person or entity in the future in a matter adverse to the City of Springfield or the Springfield Police Department. Any individual who reveals confidential information to unauthorized individuals or agencies are subject to disciplinary action and when in violation of the law may be subject to prosecution.

I ACKNOWLEDGE and warrant that the information I provided on my Springfield Police Volunteer application is complete and accurate.

In consideration of being permitted to participate in the program, I the undersigned for and on behalf of myself, my heirs, executors, administrators and assigns, hereby release acquit and forever discharge the City of Springfield, Missouri and the Springfield Police Department together with its former and present elected and appointed officials, directors, legal representatives, agents, servants, employees (in both their public and private capacities), volunteers, successors, assigns, and all affiliated persons and entities (hereafter collectively City of Springfield) from and against any and all liabilities of every kind, claims, causes of action whether at law or in equity, in contract or tort, under statutory or common law or pursuant to the Missouri or United States Constitution including all expenses of litigation, costs and attorneys fees known and unknown losses, judgments, fines, demands, damages, loss of use or services, or injuries to real and or personal property and/or persons (including death)(collectively claims), caused by or arising out of touching upon or in any way relating to the program and/or the presence malfunction, maintenance, addition, substitution, use or condition of any tangible personal or real property owned, leased, operated or utilized by the City of Springfield and the Springfield Police Department in connection with the Program even if the claim is the result of the actual or alleged sole negligence of the City of Springfield and the Springfield Police Department and/or the result of the actual or alleged gross negligence of the City of Springfield and the Springfield Police Department and/or the actual or alleged joint or concurrent negligence of the City of Springfield and the Springfield Police Department and the actual or alleged joint or concurrent negligence of the City of Springfield and the Springfield Police Department and another person or entity, and/or the actual or alleged strict, statutory or constitutional liability of the City of Springfield and the Springfield Police Department.

Finally, I hereby grant the City of Springfield and the Springfield Police Department to full and complete permission to use in legitimate promotions of the program photographs, video shots and quotations from me.

Participant Name: _____

Participant Signature: _____ Date: _____