



**CONDITIONS OF VOLUNTEER SERVICE
STATE OF OREGON
(General Conditions)
PLEASE READ CAREFULLY**

FORM A

- Region/District Volunteer
- Host volunteer
- Volunteer from club or organization (w/o coverage from group)
- Unpaid college student receiving academic credit
- Student of any age NOT receiving academic credit

As a person working with a State of Oregon agency, you need to understand the extent to which you are covered by State of Oregon self-insurance plan for tort liability and injury/illness. Please read the following carefully and sign on the reverse side.

1. **TORT LIABILITY** - You will be protected from civil liability for injuries or damage to the person or property of others, subject to the following general conditions:
 1. You are working on a state agency task assigned by an authorized agency supervisor;
 2. You limit your actions to the duties assigned; and
 3. You perform your assigned tasks in good faith, and do not act in a reckless manner or with the intent to inflict harm to others.

The conditions and limits of this protection are as stated in the Oregon Tort Claims Act, ORS 30.260-300, and Oregon Department of Administrative Services Risk Management Division Policy Manual, 125-7-202.

2. **MOTOR VEHICLE LIABILITY/PHYSICAL DAMAGE, UNINSURED MOTORIST, PERSONAL INJURY PROTECTION** - If you use a personally owned vehicle in the course of your duties, you are required to have automobile liability insurance to provide primary coverage for any accidents involving that vehicle. State provided auto liability coverage may apply on a limited basis after your primary coverage limits have been used. Insurance certification must be provided to the Oregon Department of Fish and Wildlife upon request. Coverage is provided in accordance to the Oregon Tort Claims Act and the State's Self Insurance Policy Manual.

The state does not provide physical damage, uninsured motorist, and personal injury protection for your vehicle. This means the state will not pay the costs of any repairs to your vehicle. It is up to you to carry physical damage, uninsured motorist and personal injury protection on your vehicle.

3. **VOLUNTEER INJURY COVERAGE** - Workers' Compensation is not provided. However, the agency has an injury protection plan to cover injuries of authorized volunteers. It is limited only to injuries resulting from an accident while performing volunteer duties. The state will pay medical treatment, bills, disability, death and dismemberment benefits up to a total sum of \$25,000. This is a secondary insurance if you have your own insurance. If you are injured in a private vehicle, the owner's automobile insurance is responsible for your medical bills.

As an authorized state volunteer performing activities on behalf of the State of Oregon, Oregon Department of Fish and Wildlife, I understand that the State of Oregon will provide limited medical and accidental death, dismemberment and disability coverage for me in the event I suffer injury due to an accident while performing volunteer duties. In exchange for the coverage, I, for myself, my heirs, executors, administrators and assigns, release and forever discharge the State of Oregon from any and all demands or claims for damage or injury, from any cause of suit or action, known or unknown, that I may have against the State of Oregon, and/or its officers, agents or employees, and from all liability under the Oregon Tort Claims Act, ORS 30.260-300, for any and all harm or damage to my health in any manner resulting from or arising out of my state volunteer activities.

This release does not extend to or waive any rights I may have under the Oregon Tort Claims Act, ORS 30.260-300, to defense and indemnification from any demand, claim, suit or action brought against me, or liability I may be subject to, or arising out of my authorized state volunteer activities.

In the event that I am injured while performing state volunteer activities, I will notify my agency supervisor and apply for injury coverage benefits.

4. **PERSONAL PROPERTY** - If you use personally owned or hired property in the course of your duties, it is up to you to carry insurance on that property. The state does not provide personal property damage protection for other than state owned or hired personal property. This means the state will not pay the cost of repairs to such personal property. Proof of insurance must be furnished upon request.
5. **REPORTING RESPONSIBILITY** - Any time you are involved in any accident or exposed to a potential liability situation while performing assigned duties, you must inform the agency supervisor as soon as possible.

Updated: March 2005

PLEASE READ THE REVERSE SIDE OF THIS DOCUMENT AND THE VOLUNTEER CODE OF CONDUCT CERTIFICATION FORM BEFORE SIGNING.

FORM A

A. ASSIGNED DUTIES

Are limited to only those duties assigned by your ODFW supervisor or as listed in your volunteer job description. Performing spawning ground surveys on Yamhill River/tributaries. The surveys will be performed on foot walking both on the stream bank and in the stream itself; by vehicle observing from road-crossings and from top of banks; or by floating in kayak or other small watercraft. The stream terrain could be rocky, muddy, and slippery with unstable footing. The surveys will likely require passing through private property and interacting with landowners.

q Yes q No Will drive a state vehicle as part of duties. If yes, coverage is provided under the state auto insurance coverage. Volunteer must be 18 years or older, possess a current drivers license and have a volunteer application and 3 or 5 year driving record on file.

B. I HAVE READ AND UNDERSTAND THE ABOVE DUTIES AND THE CONDITIONS OF VOLUNTEER SERVICE. I HAVE ALSO READ THE VOLUNTEER CODE OF CONDUCT AND UNDERSTAND HOW IT APPLIES TO MY VOLUNTEER ACTIVITIES FOR ODFW.

Volunteer Name (type or print clearly) _____

Volunteer Signature _____ Date _____

Parent or Legal Guardian Signature _____ Date _____
(Required if volunteer is under age 18. Also see section C below.)

Address _____ City _____

State _____ Zip _____ Email _____ Birthdate _____

Day Phone () _____ Evening Phone () _____

In case of emergency, please notify _____

Address _____ City _____ State _____ Zip _____

Day Phone () _____ Evening Phone () _____

C. FOR MINORS ONLY: EMERGENCY MEDICAL RELEASE

PARENT OR GUARDIAN'S AUTHORIZATION FOR MEDICAL CARE AND CONSENT TO AGREEMENT

READ CAREFULLY

I, _____, as parent or legal guardian, hereby grant permission for _____ to do volunteer field work for the Oregon Department of Fish and Wildlife. In the event of an emergency, accident, or illness, I authorize the agency and its employees to administer emergency medical care to my child and/or, if deemed necessary, to secure emergency medical services and incur expenses for which I will be responsible for payment. My signature below hereby represents that I have read, understand, and consent to this agreement.

Signature: _____ Date _____
(Legal guardian signature required if participating person is under age 18 years)

D. AGENCY SUPERVISOR SECTION: Supervisor: You must fill out this section and the assigned duties section.

Agency Supervisor: Jeff Fulop

Telephone: (503) 657-2000 x256

Station/Location: Clackamas

Date: 3/18/2006

- Region/District Volunteer
Host volunteer
Student (any age) NOT receiving academic credit
Club or Organization Volunteer (without coverage from group)
Unpaid college student receiving academic credit



Volunteer Code of Conduct

Oregon Department of Fish and Wildlife

Welcome to the ODFW Volunteer Team

The Oregon Department of Fish and Wildlife's mission is to protect and enhance Oregon's fish and wildlife and their habitats for use and enjoyment by present and future generations. As a department volunteer, you play an important role in supporting that mission.

Because many types of volunteer activities include working with the public, volunteers frequently serve as informal ambassadors for ODFW. To ensure that you enjoy a rewarding volunteer experience and that you understand the expectations of you as you participate in ODFW activities, the department has developed a Volunteer Code of Conduct. Please read this Code and be sure you understand these expectations.

ODFW appreciates and thanks you for your willingness to volunteer your time and resources on projects that support the department's mission. Thank you, and we hope you enjoy your volunteer experience.

Volunteer Code of Conduct

- Volunteers will obey all laws of the United States, state and local jurisdiction in which they are working.
- Volunteers will obey Oregon's ethics laws (found in ORS 244.040) as they relate to volunteers. Volunteers cannot use their relationship or volunteer position with ODFW to solicit or receive special benefits, financial gain or use of byproducts such as salmon eggs for themselves, family or friends. Such benefits include gifts from sources that might reasonably be expected to have a legislative or administrative interest in ODFW or promises of employment.
- Volunteers will accept responsibility for sound stewardship of Oregon's fish and wildlife resources. Volunteers will not use information gained while participating in ODFW projects to their own advantage, if the information is otherwise unavailable to the general public or confidential in nature. This includes information such as recent herd composition surveys or fish releases. On the other hand, using non-specific information gained over time, such as familiarity with the habits and locations of fish or game, is acceptable. Volunteers should share non-specific information with the public as part of good customer service.
- Volunteers will be respectful, courteous and considerate toward the public, other volunteers, contractors and ODFW employees. Volunteers will use words and gestures that respect the dignity and rights of all people. Volunteers will maintain a harassment- and violence-free workplace environment. Volunteers will not engage in profanity, racial or ethnic slurs, physical force, threats, or intimidation toward the public, other volunteers, contractors, ODFW employees, or the family members of any of these individuals. Volunteers are expected to read ODFW's Discrimination and Harassment Free Workplace policy, located at: www.dfw.state.or.us/hr/policies/450_10_Discrimination_and_Harassment_Free_Workplace.pdf.
- Volunteers will remain pleasant even if a member of the public becomes upset or emotionally charged. Volunteers will explain their volunteer status and direct the person to their ODFW supervisor. Volunteers who believe a person could become hostile or dangerous should immediately leave the area and notify their ODFW supervisor or a law enforcement officer, if appropriate.

- Volunteers who do not know the answer to a question posed by a member of the public will direct that person to their ODFW supervisor or the nearest ODFW office. Incorrect answers to questions involving hunting or fishing regulations or many other subjects could have negative legal consequences for members of the public.
- Volunteers will not use state facilities, postage, long distance telephone lines, supplies, equipment (e.g., copiers, fax machines, cell phones, pagers, computers, PDAs, tools, machinery, materials, shop supplies and vehicles), Internet and electronic mail access, or any electronic devices connected to ODFW systems for personal use, unless specifically authorized to do so by their ODFW supervisor.
- Volunteers will support ODFW's drug-free and alcohol-free workplace, and agree to the agency's zero-tolerance policy for any violation.
- Volunteers will not smoke tobacco products in ODFW vehicles, facilities designated as smoke-free, or anywhere else smoking has been prohibited.
- Volunteers will remove or borrow property from ODFW only for official business and when specifically authorized to do so by an ODFW manager.
- Volunteers who operate state vehicles and/or personal vehicles used during volunteer activities will maintain a valid driver license and an acceptable driving record.
- Volunteers will promptly report to their ODFW supervisor any illegal acts or violations of ODFW rules, policies or regulations.
- Volunteers will be truthful in giving any report, testimony or official statement about actions that relate to their volunteer activities.
- Volunteers will report for assignments at the time and place requested by their ODFW supervisor and will be capable of performing the duties required for the scheduled project.
- Volunteers will maintain a professional demeanor. Volunteers who wear ODFW uniforms should keep their clothing clean and in good condition. If uniforms become torn, stained or otherwise unprofessional in appearance, volunteers should ask their ODFW supervisor for a new uniform.

Thank you for volunteering your support to ODFW

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1-800-720-6339 (ODFW)