

WYOMING DEPARTMENT OF STATE PARKS AND CULTURAL RESOURCES VOLUNTEER SERVICE AGREEMENT

1. **Parties.** This Agreement is entered into by the Wyoming Department of State Parks and Cultural Resources (Department), whose address is 2301 Central Ave, Cheyenne, Wyoming, 82002 and Volunteer, as identified in paragraph 2 below.
2. **Volunteer Identity and Information.** (Please type or print)
 Volunteer Name (Last) _____, (First) _____, (MI) _____
 Mailing Address _____ City _____ State _____ Zip _____
 Home Phone _____ Cell Phone _____ Email Address _____
 Emergency Contact Information _____
 (Name/Relationship/Phone Number) _____
3. **Purpose and Consideration.** Volunteer agrees to perform services for the Department, not for monetary consideration, but in consideration for the opportunity to participate with the Department. As consideration for the work performed by Volunteer, the Department agrees to provide Volunteer the opportunity to participate with the Department and the Worker's Compensation coverage described in paragraph 14 of this Agreement.
4. **Projects.** The parties agree that this Agreement shall apply to all work projects/duties, as specifically detailed below (to be filled in by Project Supervisor):
 A. _____
5. **Term of Agreement.** The effective date of this Agreement is the date of last required signature. The term of this Agreement is from the effective date through the end of Volunteer's participation in any Department project or the end of the calendar year, whichever occurs first.
6. **Volunteer Responsibilities.**
 - A. Volunteer must follow all instructions of the Department's Project Supervisor at all times while volunteering.
 - B. Volunteer must not interfere with Department employees' duties at any time while volunteering.
 - C. No firearms are permitted in Volunteer's possession at any time while volunteering. This restriction does not apply to certified law enforcement officers who are authorized by his or her agency to carry a firearm.
 - D. Volunteer must not possess or be under the influence of alcohol or illegal drugs at any time while volunteering.
7. **Entirety of Agreement.** This three (3) page Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
8. **Sovereign Immunity. Applicable Law. Jurisdiction and Venue.** The State of Wyoming and Department do not waive sovereign immunity by entering into this Agreement, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other law. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of immunity.
9. **Status of Volunteer.** Volunteer is deemed to be a public employee for purposes of the Governmental Claims Act. Nothing in this Agreement shall be interpreted as authorizing the Volunteer to act as an agent for or on behalf of the State of Wyoming or the Department or to incur any obligation of any kind on the behalf of the State of Wyoming or the Department. Except as otherwise set forth herein, the Volunteer agrees that no health/hospitalization benefits, unemployment insurance and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Volunteer as a result of this Agreement.
10. **Vehicle Liability.** Volunteer may operate a Department vehicle while performing volunteer duties only if the Department's Project Supervisor has authorized such use and such use has been approved by the Director of the Department of Administration & Information or the State Risk Manager. Any liability arising from Volunteer's authorized operation of the vehicle shall be covered as provided in Section 9 of this Agreement. Volunteer agrees to maintain a valid driver's license and vehicle insurance coverage as a condition of service.

Will Volunteer operate a Department vehicle? ☐ Yes ☐ No

☐ **Has Volunteer provided proof of valid driver's license?**

☐ **Has Volunteer provided proof of valid insurance?**

11. **Photo Release.** Volunteer gives consent for the Department to use photos of Volunteer or other likenesses in publications, including web pages.
12. **Health and Physical Condition.** Volunteer understands and agrees that health and physical requirements for performing the work under this Agreement may be strenuous and agrees not to perform any work which may adversely affect an existing, known medical condition.
13. **Notification.** Volunteer shall immediately notify the Department's Project Supervisor supervising Volunteer's activities in the event Volunteer is involved in any accident or exposed to potential liability while performing any assigned duties or services under this Agreement.
14. **Workers' Compensation Coverage.** The Department provides Workers' Compensation coverage to its volunteers. Accidents must be reported to the Department within three (3) days.
15. **Termination of Agreement.** Either party may terminate this Agreement without cause immediately upon written notice to the other party.
16. **Waiver.** The waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.
17. **Criminal and/or Civil Court Record.**

Have you ever been convicted (including pleading guilty or no contest) of a felony or DUI? ☐ Yes ☐ No

Are you now under charges for any offense against the law? ☐ Yes ☐ No

If answering yes to either question, please give complete details on separate page. (This information will be kept confidential.)

Note: Responding "Yes" does not automatically disqualify an individual from volunteering. The project supervisor must consider all pertinent aspects of the situation, including the nature and circumstances that required an affirmative response and the nature and scope of the work to be performed by Volunteer. If, for any reason, the project supervisor feels unable, or unwilling, to make a decision in the event of an affirmative response, the supervisor must contact the Department Director, Division Administration or Human Resource Manager for guidance.

18. **Authorization to Conduct Investigation and Consent to Release of Records.** Volunteer expressly authorizes the Department, under Wyo. Stat. 7-19-106(k)(ii), to conduct a criminal background investigation or check, as it deems appropriate, and to obtain any information pertaining to law enforcement records. Consent is hereby granted for the custodian of any such records to release such information to the bearer. This consent is intended to release the custodian of such records from any and all liability for releasing the requested information. Volunteer also understands and consents that the Department may conduct a background check of Volunteer's driving record.
19. **Non-Discrimination.** The Department is strongly committed to providing a working environment free from sexual harassment or any form of discrimination. Copies of the Department policy on sexual harassment may be obtained by contacting the Department's Human Resource Office. Volunteers shall abide by the terms of the policy and shall follow the procedures contained in the policy should they be exposed to sexual harassment or any other form of prohibited discrimination. The Department actively supports the Americans with Disabilities Act and reasonably accommodates persons with disabilities who may wish to volunteer.
20. **Compliance with Laws.** The Volunteer shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.
21. **Signatures and Acknowledgment.** By signing this Agreement, the parties certify that they have read and understand it, agree to be bound by its terms, and have the authority to sign it. Volunteer understands and agrees that he or she will conduct the assigned volunteer tasks to the best of Volunteer's ability. Volunteer understands and agrees that this is a legal contract and is not valid until signed by the parties. Volunteer is advised, but not required, to seek legal advice from an attorney prior to executing this Agreement.

VOLUNTEER

Volunteer Printed Name

Volunteer Signature

Date

Parent or Legal Guardian Printed Name
for Volunteers between ages 12-17

Parent or Legal Guardian Signature for
Volunteers between ages 12-17

Date

WYOMING DEPARTMENT OF STATE PARKS AND CULTURAL RESOURCES

Department Representative/Project Supervisor Signature

Date